

<i>SERFF Tracking Number:</i>	<i>ELAS-125950930</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41219</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>ACCUMULATOR 09</i>		
<i>Project Name/Number:</i>	<i>ACCUMULATOR 09/2009DP</i>		

## Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: ACCUMULATOR 09

SERFF Tr Num: ELAS-125950930 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non-  
Variable and Variable

SERFF Status: Closed-Accepted State Tr Num: 41219

For Informational Purposes

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author:

Disposition Date: 02/17/2009

Date Submitted: 12/31/2008

Disposition Status: Accepted For  
Informational Purposes

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: ACCUMULATOR 09

Project Number: 2009DP

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 02/17/2009

Explanation for Other Group Market Type:

State Status Changed: 01/08/2009

Deemer Date:

Created By: Allison LaChapelle

Submitted By: Allison LaChapelle

Corresponding Filing Tracking Number:

Filing Description:

Please see attached filing letter.

SERFF Tracking Number: ELAS-125950930 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219

Company Tracking Number:

TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium  
Variable and Variable

Product Name: ACCUMULATOR 09

Project Name/Number: ACCUMULATOR 09/2009DP

## Company and Contact

### Filing Contact Information

Gregory Prato, Assistant Vice President gprato@mony.com  
1290 Avenue of the Americas, 14th Floor 212-314-5710 [Phone]  
New York, NY 10104 212-314-4561 [FAX]

### Filing Company Information

AXA Equitable Life Insurance Company CoCode: 62944 State of Domicile: New York  
1290 Avenue of the Americas, 14-10 Group Code: 968 Company Type: LIFE Insurance  
New York,, NY 10104 Group Name: State ID Number:  
(212) 314-2921 ext. [Phone] FEIN Number: 13-5570651

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## Filing Fees

Fee Required? Yes

Fee Amount: \$440.00

Retaliatory? No

Fee Explanation: DOI filing fee is \$ 20.00 per form. We are filing 22 forms for approval. 22 x 20 = \$ 440.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$440.00	12/31/2008	24793348
AXA Equitable Life Insurance Company	\$40.00	01/05/2009	24818701

SERFF Tracking Number: ELAS-125950930 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219  
Company Tracking Number:  
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium  
Variable and Variable  
Product Name: ACCUMULATOR 09  
Project Name/Number: ACCUMULATOR 09/2009DP

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Linda Bird Informational Purposes		02/17/2009	02/17/2009
Approved Linda Bird		01/08/2009	01/08/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Linda Bird Industry Response		01/07/2009	01/07/2009	Allison LaChapelle	01/07/2009	01/07/2009

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Variable Material	Allison LaChapelle	02/09/2009	02/17/2009

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to Reopen the Filing	Note To Filer	Linda Bird	02/09/2009	02/09/2009
Request to Reopen the Filing	Note To Reviewer	Allison LaChapelle	02/05/2009	02/05/2009

<i>SERFF Tracking Number:</i>	<i>ELAS-125950930</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41219</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>ACCUMULATOR 09</i>		
<i>Project Name/Number:</i>	<i>ACCUMULATOR 09/2009DP</i>		

*SERFF Tracking Number:* ELAS-125950930 *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company *State Tracking Number:* 41219  
*Company Tracking Number:*  
*TOI:* A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium  
Variable and Variable  
*Product Name:* ACCUMULATOR 09  
*Project Name/Number:* ACCUMULATOR 09/2009DP

## **Disposition**

Disposition Date: 02/17/2009

Implementation Date:

Status: Accepted For Informational Purposes

Comment: Filing reopened in order for company to provide the memorandum of variable materials that were inadvertently omitted from the filing approved on 01/08/2009.

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125950930 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: ACCUMULATOR 09

Project Name/Number: ACCUMULATOR 09/2009DP

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Variable Material		Yes
Supporting Document	Filing Letter		Yes
Supporting Document	Variable Material	Replaced	Yes
Form	Data		Yes
Form	Data Withdrawal Charge Waivers		Yes
Form	Data Core		Yes
Form	Data Elite		Yes
Form	Data Plus		Yes
Form	Data Select		Yes
Form	Endorsement Applicable to Investment Options		Yes
Form	Endorsement Applicable To Guaranteed Interest Special Dollar Cost Averaging		Yes
Form	Endorsement Applicable To Special Money Market Dollar Cost Averaging		Yes
Form	Guaranteed Minimum Death Benefit Rider		Yes
Form	Endorsement Applicable To Section 6.02, "Payment Upon Death"		Yes
Form	Guaranteed Minimum Income Benefit ("GMIB") Rider		Yes
Form	Endorsement Applicable to TSA Contracts		Yes
Form	Endorsement Applicable To GWBL Maturity Date Annuity Benefit		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes

<i>SERFF Tracking Number:</i>	<i>ELAS-125950930</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41219</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>ACCUMULATOR 09</i>		
<i>Project Name/Number:</i>	<i>ACCUMULATOR 09/2009DP</i>		

<b>Form</b>	Endorsement Applicable to Add an Optional Guaranteed Minimum Income Benefit "GMIB" Rider	Yes
<b>Form</b>	Guaranteed Minimum Death Benefit "GMDB" Rider	Yes

<i>SERFF Tracking Number:</i>	<i>ELAS-125950930</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41219</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>ACCUMULATOR 09</i>		
<i>Project Name/Number:</i>	<i>ACCUMULATOR 09/2009DP</i>		

## Disposition

Disposition Date: 01/08/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125950930 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: ACCUMULATOR 09

Project Name/Number: ACCUMULATOR 09/2009DP

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Variable Material		Yes
Supporting Document	Filing Letter		Yes
Supporting Document	Variable Material	Replaced	Yes
Form	Data		Yes
Form	Data Withdrawal Charge Waivers		Yes
Form	Data Core		Yes
Form	Data Elite		Yes
Form	Data Plus		Yes
Form	Data Select		Yes
Form	Endorsement Applicable to Investment Options		Yes
Form	Endorsement Applicable To Guaranteed Interest Special Dollar Cost Averaging		Yes
Form	Endorsement Applicable To Special Money Market Dollar Cost Averaging		Yes
Form	Guaranteed Minimum Death Benefit Rider		Yes
Form	Endorsement Applicable To Section 6.02, "Payment Upon Death"		Yes
Form	Guaranteed Minimum Income Benefit ("GMIB") Rider		Yes
Form	Endorsement Applicable to TSA Contracts		Yes
Form	Endorsement Applicable To GWBL Maturity Date Annuity Benefit		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes
Form	Application Form		Yes

<i>SERFF Tracking Number:</i>	<i>ELAS-125950930</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41219</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>ACCUMULATOR 09</i>		
<i>Project Name/Number:</i>	<i>ACCUMULATOR 09/2009DP</i>		

<b>Form</b>	Endorsement Applicable to Add an Optional Guaranteed Minimum Income Benefit "GMIB" Rider	Yes
<b>Form</b>	Guaranteed Minimum Death Benefit "GMDB" Rider	Yes

*SERFF Tracking Number:* ELAS-125950930 *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company *State Tracking Number:* 41219  
*Company Tracking Number:*  
*TOI:* A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium  
Variable and Variable  
*Product Name:* ACCUMULATOR 09  
*Project Name/Number:* ACCUMULATOR 09/2009DP

## **Objection Letter**

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/07/2009  
Submitted Date 01/07/2009  
Respond By Date

Dear Gregory Prato,

This will acknowledge receipt of the captioned filing.

### **Objection 1**

- Certification/Notice (Supporting Document)

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

SERFF Tracking Number: ELAS-125950930 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219  
Company Tracking Number:  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: ACCUMULATOR 09  
Project Name/Number: ACCUMULATOR 09/2009DP

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/07/2009  
Submitted Date 01/07/2009

Dear Linda Bird,

### Comments:

### Response 1

Comments: Dear Ms. Bird;

The following is in response to your objection letter dated 01/07/09.

We have reviewed Bulletins 6-87 and 11-88 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

With respect to the requirements of Regulation 19s 10B attached you will find a compliance certification.

We have also reviewed Arkansas Regulation 6 and hereby provide assurance that the AXA Equitable Life Insurance Company is in compliance with the provisions of such Regulation.

We hope that we have addressed the Department's concerns.

Sincerely,

Allison La Chapelle  
State Filing Specialist

### Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

*SERFF Tracking Number:* ELAS-125950930 *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company *State Tracking Number:* 41219  
*Company Tracking Number:*  
*TOI:* A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium  
Variable and Variable  
*Product Name:* ACCUMULATOR 09  
*Project Name/Number:* ACCUMULATOR 09/2009DP

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

SERFF Tracking Number: ELAS-125950930 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219  
Company Tracking Number:  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: ACCUMULATOR 09  
Project Name/Number: ACCUMULATOR 09/2009DP

**Amendment Letter**

Submitted Date: 02/17/2009

**Comments:**

Please reopen the filing because we need to provide the memorandum of variable materials that were inadvertently omitted for the following forms that were approved on 01/08/2009.

2009GMIB  
2009GOA  
2009GMDBAR  
2009GMDBOPR  
2009ADOPT  
2009SDCA  
2009MMSDCA

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Variable Material**

Comment: Please see attached Variable Material.

VTM App 01 Accum09.pdf  
VTM App 02 Accum09.pdf  
9 0 VTM for Data Pages for Individual Contract - 1-5-09.pdf  
09 GMDB Riders VTM for Individual Contracts.pdf  
09 GMDB Riders VTM.pdf  
2009ADOPT VTM.pdf  
GOA VTM.pdf  
VTM for SpDCA Endos.pdf  
VTM GMIB 09rev2-09.pdf

*SERFF Tracking Number:* ELAS-125950930      *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company      *State Tracking Number:* 41219  
*Company Tracking Number:*  
*TOI:* A02.11 Individual Annuities- Deferred Non-      *Sub-TOI:* A02.11.002 Flexible Premium  
Variable and Variable  
*Product Name:* ACCUMULATOR 09  
*Project Name/Number:* ACCUMULATOR 09/2009DP

**Note To Filer**

**Created By:**

Linda Bird on 02/09/2009 08:15 AM

**Last Edited By:**

Linda Bird

**Submitted On:**

02/09/2009 08:15 AM

**Subject:**

Request to Reopen the Filing

**Comments:**

We have reopened the filing in order for company to provide the memorandum of variable materials.

SERFF Tracking Number: ELAS-125950930 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219  
Company Tracking Number:  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: ACCUMULATOR 09  
Project Name/Number: ACCUMULATOR 09/2009DP

**Note To Reviewer**

**Created By:**

Allison LaChapelle on 02/05/2009 03:18 PM

**Last Edited By:**

Allison LaChapelle

**Submitted On:**

02/05/2009 03:52 PM

**Subject:**

Request to Reopen the Filing

**Comments:**

Please reopen the filing because we need to provide the memorandum of variable materials that were inadvertently omitted for the following forms that were approved on 01/08/2009.

2009GMIB

2009GOA

2009GMDBAR

2009GMDBOPR

2009ADOPT

2009SDCA

2009MMSDCA

The memorandum explains the variable text information that was bracketed in the approved forms.

Thank you for your assistance in this matter.

SERFF Tracking Number: ELAS-125950930 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: ACCUMULATOR 09

Project Name/Number: ACCUMULATOR 09/2009DP

## Form Schedule

Lead Form Number: 2009DP

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	2009DP	Data/Declaration Pages	Initial		0.000	2009DP - Base Data Pages for Series 09 (Individual Contract) FINAL.pdf
	2009DPWVR	Data/Declaration Pages Withdrawal Charge Waivers	Initial		0.000	2009DPWVR - Withdrawal Charge Waivers Data Pages (for all Products) FINAL-Contract.pdf
	2009DPCore	Data/Declaration Pages Core	Initial		0.000	2009DPCore - Core DPs- Series 08 - (Individual Contract).pdf
	2009DPElite	Data/Declaration Pages Elite	Initial		0.000	2009DPElite - Elite DPs- Series 08 - (Individual Contract).pdf
	2009DPPlus	Data/Declaration Pages Plus	Initial		0.000	2009DPPlus - Plus DPs- Series 09 - (Individual Contract).pdf

SERFF Tracking Number: ELAS-125950930 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: ACCUMULATOR 09

Project Name/Number: ACCUMULATOR 09/2009DP

2009DPSelect	Data/Declaration Pages	Initial	0.000	2009DPSelect - Select DPs- Series 09 - (Individual Contract).pdf
2009GOA	Policy/Contract Endorsement Fratern Applicable to al Investment Options Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	0.000	2009GOA.pdf
2009SDCA	Policy/Contract Endorsement Fratern Applicable To al Guaranteed Interest Certificate: Special Dollar Cost Amendment Averaging t, Insert Page, Endorsement or Rider	Initial	0.000	2009SDCA-GIA Endorsement _2.pdf
2009MMSDCA	Policy/Contract Endorsement Fratern Applicable To al Special Money Certificate: Market Dollar Cost Amendment Averaging t, Insert Page, Endorsement or Rider	Initial	0.000	2009MMDCA _2.pdf
2009GMDBOPR	Policy/Contract Guaranteed Fratern Minimum Death al Benefit Rider Certificate:	Initial	0.000	2009GMDBOPR_3.pdf

SERFF Tracking Number: ELAS-125950930 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219  
Company Tracking Number:  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: ACCUMULATOR 09  
Project Name/Number: ACCUMULATOR 09/2009DP

2009DBEN DO	Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Endorsement ract/Fratern Applicable To al Section 6.02, Certificate: "Payment Upon Amendmen Death" t, Insert Page, Endorseme nt or Rider	Initial	0.000	2009DBEND O.pdf
2009GMIB	Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Guaranteed ract/Fratern Minimum Income al Benefit ("GMIB") Certificate: Rider	Initial	0.000	Final 2009GMIB.pdf
2009TSA- ACC	Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Endorsement ract/Fratern Applicable to TSA al Contracts Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	2009TSA- ACC - TSA ENDORSEM ENT (No GWBL Final 12-18-08).pdf
2009GWBL MD	Amendmen t, Insert Page, Endorseme nt or Rider Policy/Cont Endorsement ract/Fratern Applicable To GWBL al Maturity Date Annuity Certificate: Benefit Amendmen	Initial	0.000	2009GWBLM D - GWBL Maturity Date Endorsement 2.pdf

SERFF Tracking Number: ELAS-125950930 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: ACCUMULATOR 09

Project Name/Number: ACCUMULATOR 09/2009DP

	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
2009 App	Application/ Application Form	Initial	0.000	App 2009 App	
01 C	Enrollment			01 C.pdf	
	Form				
2009 App	Application/ Application Form	Initial	0.000	App 2009 App	
01 E	Enrollment			01 E.pdf	
	Form				
2009 App	Application/ Application Form	Initial	0.000	App 2009 App	
01 P	Enrollment			01 P.pdf	
	Form				
2009 App	Application/ Application Form	Initial	0.000	App 2009 App	
01 S	Enrollment			01 S.pdf	
	Form				
2009 App	Application/ Application Form	Initial	0.000	App 2009 App	
02 C	Enrollment			02 C.pdf	
	Form				
2009 App	Application/ Application Form	Initial	0.000	App 2009 App	
02 E	Enrollment			02 E.pdf	
	Form				
2009 App	Application/ Application Form	Initial	0.000	App 2009 App	
02 P	Enrollment			02 P.pdf	
	Form				
2009 App	Application/ Application Form	Initial	0.000	App 2009 App	
02 S	Enrollment			02 S.pdf	
	Form				
2009ADOP	Policy/Cont Endorsement	Initial	0.000	2009ADOPT.	
T	ract/Fratern Applicable to Add an			pdf	
	al Optional Guaranteed				
	Certificate: Minimum Income				
	Amendmen Benefit "GMIB" Rider				
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				

<i>SERFF Tracking Number:</i>	<i>ELAS-125950930</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41219</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>ACCUMULATOR 09</i>		
<i>Project Name/Number:</i>	<i>ACCUMULATOR 09/2009DP</i>		

2009GMDB	Policy/Cont Guaranteed	Initial	0.000	2009GMDBA
AR	ract/Fratern Minimum Death			R_2.pdf
	al Benefit "GMDB"			
	Certificate: Rider			
	Amendmen			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			

## DATA

### PART A -- This part lists your personal data.

**Owner:** [JOHN DOE] Age: [60] Sex: [Male]  
*[Available only under NQ Contracts]*  
**[Joint Owner:]** [JANE DOE] Age: [55] Sex: [Female]

**Annuitant:** [JOHN DOE] Age: [60] Sex: [Male]

*For NQ and Custodial Owner Joint Life IRA Contracts issued with a Joint Annuitant (NQ and IRA only):*

*[Applicable for NQ Contracts]*

**[Joint Annuitant:]** [JANE DOE] Age: [55] Sex: [Female]

**Beneficiary:** [JANE DOE]

*[Applicable for TSA Contracts]*

**Employer** [XYZ Company]

**Plan** [XYZ Plan]

**[Contract: Group Annuity Contract No. [2006ACCGAC]]**

**Contract Number:** [00000]

#### **Endorsements Attached:**

##### ***[Market Segment Endorsements]***

[Endorsement Applicable to Non-Qualified Contracts]  
[Endorsement Applicable to IRA Contracts]  
[Endorsement Applicable to Roth IRA Contracts]  
[Endorsement Applicable to Custodial [Roth] IRA Contracts]  
[Endorsement Applicable to TSA Contracts]  
[Endorsement Applicable to Defined Contribution Qualified Plan Contracts]  
[Endorsement Applicable to Defined Benefit Qualified Plan Contracts]  
[Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement]  
[Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement]  
[Charitable Remainder Trust Endorsement]  
[Non-Spousal Beneficiary Continuation Option ("BCO") Tax-Qualified Retirement Plan Funds]  
[Direct Rollover to Traditional IRA Endorsement]

##### ***[Endorsement Applicable to Accumulator Plus]***

[Endorsement Applicable to Credits Applied to Annuity Account Value]

##### ***[Investment Options Endorsements]***

[Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging]  
[Endorsement Applicable to Special Money Market Dollar Cost Averaging]

##### ***[Benefits Endorsements]***

[Endorsement Applicable to the Right to Add an Optional Rider]  
[Endorsement Applicable to GWBL Maturity Date Annuity Benefit]

**Optional Riders Attached:**

[Guaranteed Minimum Income Benefit Rider with Optional Reset of [5%] Roll Up to Age [85] GMIB Benefit Base and Guaranteed Withdrawal Benefit for Life Conversion Benefit  
Guaranteed Minimum Death Benefit Rider – Greater of [5%] Roll Up to Age [85] or Annual Ratchet to Age [85] [With Optional Reset]  
Guaranteed Minimum Death Benefit Rider – Annual Ratchet to Age [85]  
Earnings Enhancement Benefit Rider]

**Issue Date:** [January 1, 2009]

**Contract Date:** [January 1, 2009]

**Maturity Date :** [January 1, 2044]

**[For Accumulator Core, Select and Elite]** The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95<sup>th</sup>] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. **[For NQ Contracts with Joint Annuitants]** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

**[For Accumulator Plus]** The Maturity Date may not be prior to [five years from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant's [95<sup>th</sup>] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. **[For NQ Contracts with Joint Annuitants]** [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

**PART B -- This part describes certain provisions of your Contract.**

***[Applicable if the Special Dollar Cost Averaging program is available]***

[Special Dollar Cost Averaging Rate [4.00%] through [December 31, 2009]]

**Guaranteed Interest Option:**

Initial Guaranteed Interest Rate	[2.75% through January 31, 2009;
Annual Guaranteed Interest Rate	1.5% through December 31, 2009]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]

**Contribution Limits:** Initial Contribution minimum: [\$5,000]

Subsequent Contribution minimum: [\$500] ***[For Contracts issued in the NQ, IRA and TSA market segment only, the following text will appear]*** [Subsequent Contributions are limited to the first Contract Year.]

[We may refuse to accept any Contribution if the sum of all Contributions under all “Accumulator Series” Contract/Certificate with the same Annuitant or Owner would then total more than [\$1,500,000]. ***[For all products except Accumulator Select:*** [If we accept any such Contribution under this Contract, your Investment Options may be limited to those offered under the [Option A] Investment Allocation choice. ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under your Contract/Certificates would then total more than \$500,000.]

***[For Contracts issued in the [QP-DB]/[QP-DC] market segment only, the following text will appear in lieu of the previous paragraph]*** [We reserve the right to limit aggregate Contributions made after the first Contract Year to 100% of the first Contract Year Contributions. We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit. The only Contributions we will accept are: (i) transfers from another [QP-DB]/[QP-DC] plan and (ii) amounts attributable to a change of investment vehicles in the plan.]

***[For Non- Spousal BCO Contracts]*** We will accept contributions in accordance with the Contribution requirements described in [Part III- Contributions and Allocations, Item 7 Limits on Contributions] of the Non-Spousal Beneficiary Continuation Option (“BCO”) Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA endorsement.

***[For all Contracts]*** We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts/Certificates of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

**Initial Contribution Received:** [\$100,000.00]

***[Applicable for Accumulator Plus only, and if indicated by Owner]***

**Expected First Year Contribution:** [\$ 1,000,000.00]

***[Applicable for Accumulator Plus only]***

**Credit Amount – of Initial Contribution:** [\$ 5,000.00/ N/A\*]

(see Endorsement Applicable to Credits Applied to Annuity Account Value)

\*[Credits are not applied to Contributions that result from a Roth IRA conversion from an Accumulator Plus Traditional IRA Contract/Certificate]

**Fixed Maturity Options are not available under this Contract.**

*[[Applicable to Option A]*

**Investment Options available. Your initial allocation is shown.**

*[Applicable if a Dollar Cost Averaging Program is elected. ) The Account for Special Dollar Cost Averaging will appear for Accumulator Core and Accumulator Elite. The Account for Special Money Market Dollar Cost Averaging will appear for Accumulator Plus and Accumulator Select.] [You have elected [Special Dollar Cost Averaging (SDCA)]. Your Contribution will be allocated to the account for [SDCA] and amounts transferred from the account for [SDCA] will then be allocated in accordance with your instructions as shown in column B below. Otherwise, Contributions are allocated as shown in column A below, unless you request a change in allocation.]*

- **Variable Investment Options**

*[Applicable to [Option A] – Asset Allocation Funds only]*

**A total of 100% of the contribution must be invested in any or all of the following investment options.**

	<u>Column A</u>	<u>Column B</u>
	<u>Percentage</u>	<u>SDCA</u>
	<u>Allocated</u>	<u>Percentage</u>
		<u>Allocated]</u>
		<u>Amount</u>
		<u>Allocated</u>
[AXA Conservative Allocation	[50%]	
AXA Conservative-Plus Allocation		
AXA Moderate Allocation		[X%]
AXA Moderate-Plus Allocation		
EQ/American Core Allocation		
EQ/American Core Growth Allocation		[X%]
EQ/American Balanced Allocation		
Index Allocation Fund		
EQ/Money Market]		[X%]
		[\$0.00]

- **[Guaranteed Interest Option (“GIO”) ] [50%]**  
[\$50,000]

[No more than [25%] of each Contribution may be allocated to the GIO]

*[The following will appear for all Accumulator Core and Accumulator Elite]*

- [Account for Special Dollar Cost Averaging  
[No more than [25%] of the account for Dollar Cost Averaging allocation may be allocated to the GIO]

*[The following will appear for all Accumulator Plus and Accumulator Select]*

- [Account for Special Money Market Dollar Cost Averaging]  
[No more than [25%] of the account for Dollar Cost Averaging allocation may be allocated to the GIO]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

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**Total:** [\$100,000.00]]

**[Option A is not available under your Contract]**

*[[Applicable to [Option B]*

*[Applicable if a Dollar Cost Averaging Program is elected. ) The Account for Special Dollar Cost Averaging will appear for Accumulator Core and Accumulator Elite. The Account for Special Money Market Dollar Cost Averaging will appear for Accumulator Plus and Accumulator Select.] [You have elected [Special Dollar Cost Averaging (SDCA)]. Your Contribution will be allocated to the account for [SDCA], and amounts transferred from the account for [SDCA] will then be allocated in accordance with your instructions as shown below. Contributions will be allocated accordingly, unless you request a change in allocation.*

**A total of [100%] of the contribution must be allocated to the [Special Dollar Cost Averaging] program]. The Contribution will then be allocated according to the instructions you provided to us at Contract applications.**

*[Applicable to Option B only] Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to Investment Options.*

- **Variable Investment Options**

**[Category 1 Fixed Income Variable Investment Options]**

	<b><u>Percentage Allocated</u></b>	<b><u>Amount Allocated</u></b>
[Multimanager Core Bond	[X%]	[\$20,000]
EQ/AllianceBernstein Intermediate Government Securities		
EQ/Quality Bond PLUS		
EQ/Money Market		
EQ/Long Term Bond		
EQ/Short Duration Bond		
U.S. Government/AAA-Rated Securities		
Bond Fund]		

**[Category 2 Core Diversified Equity Variable Investment Options Investment Options]**

	<b><u>Percentage Allocated</u></b>	<b><u>Amount Allocated</u></b>
[Multimanager Large Cap Core Equity	[X%]	[\$80,000]
Multimanager Large Cap Value		
AXA Aggressive Allocation		
EQ/Franklin Templeton Founding Strategy		
EQ/AllianceBernstein Common Stock		
EQ/AllianceBernstein Large Cap Growth (RTY 1000)		
EQ/Large Cap Value		
EQ/Capital Guardian Research		
EQ/Equity 500 Index		
EQ/BlackRock Basic Value Equity		
EQ/Large Cap Growth PLUS		
EQ/Large Cap Core PLUS		
EQ/JPMorgan Value Opportunities		
EQ/T. Rowe Price Growth Stock		
EQ/Boston Advisors Equity Income		
EQ/UBS Growth and Income		
EQ/Lord Abbett Growth and Income		
EQ/Lord Abbett Large Cap Core		
EQ/Oppenheimer Main Street Opportunity]		

**[Category 3 Small/Mid Cap Variable Investment Options ]**

	<u>Percentage Allocated</u>	<u>Amount Allocated</u>
[Multimanager Mid Cap Growth		
Multimanager Mid Cap Value		
Multimanager Small Cap Value		
Multimanager Small Cap Growth		
EQ/AllianceBernstein Small Cap Growth		
EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)		
EQ/Small Company Index		
EQ/Oppenheimer Main Street Small Cap		
EQ/Mid Cap Value PLUS		
Global Discovery Fund		
Multimanager International Equity		
EQ/AllianceBernstein International		
EQ/International Core PLUS		
EQ/BlackRock International Value		
EQ/International Growth		
EQ/Oppenheimer Global		
Global Growth and Income Fund		
Global Growth Fund		
International Fund]		

**[Category 4 Specialty Variable Investment Options]**

	<u>Percentage Allocated</u>	<u>Amount Allocated</u>
[Multimanager Aggressive Equity		
Multimanager Large Cap Growth		
Multimanager Technology		
EQ/Calvert Socially Responsible		
EQ/Marsico Focus		
EQ/Mergers and Acquisitions		
EQ/Van Kampen Comstock		
EQ/Templeton Growth		
EQ/Capital Guardian Growth		
EQ/Davis New York Venture		
EQ//Russell 1000 Value Index (Legg Mason Value Equity)		
EQ/Evergreen Omega		
EQ/Van Kampen Mid Cap Growth		
EQ/GAMCO Small Company Value		
EQ/PIMCO Real Return]		

- Guaranteed Interest Option (“GIO”)** [X%] [\$0.00]  
 [No more than [25%] of each Contribution may be allocated to the GIO]

*[The following will appear for all Accumulator Core and Accumulator Elite]*

[Account for Special Dollar Cost Averaging] [\$0.00]  
 [No more than [25%] of the account for Dollar Cost Averaging allocation may be allocated to the GIO]

*[The following will appear for all Accumulator Plus and Accumulator Select]*

[Account for Special Money Market Dollar Cost Averaging] [\$0.00]  
 [No more than [25%] of the account for Dollar Cost Averaging allocation may be allocated to the GIO]

Your allocation of Account Value will be rebalanced at the end of every [calendar quarter] in accordance with the Contract and the [Option B] allocation percentages set forth above or in any revised allocation instructions that you request and we accept in accordance with the Contract.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

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**Total:** [\$100,000.00]

**Transfer Rules (see Section 4.02):** [Transfer requests must be in writing and delivered by U.S mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.]

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple contract/certificate owners unless pursuant to a trading authorization agreement that we have accepted.
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year

***[The following text will not appear when the Owner is limited to Allocation Option A]***

[The terms and conditions of the Endorsement Applicable to Investment Options supersede the above referenced restrictions on transfers out of the Guaranteed Interest Option.]

[Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we

intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.]

***[This text will apply when the Endorsement Applicable to Investment Options is issued with this Contract.]*** [Any transfer rules described in the Endorsement Applicable to Investment Options issued with this Contract must be complied with.]

**Allocation of Withdrawals (see Section 5.01):** Lump Sum Withdrawals: ***[Applicable if this feature is available.]*** [You must provide withdrawal instructions indicating from which Investment Options the Lump Sum Withdrawal and any Withdrawal Charge will be taken.] The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Withdrawals will be withdrawn on a pro rata basis from your Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. ***[The following language will appear for Accumulator Core and Accumulator Elite]*** [If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Account for Special Dollar Cost Averaging.] ***[The following language will appear for Accumulator Plus and Accumulator Select]*** [If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Special Money Market Dollar Cost Averaging program.]

***[The following language is applicable to the following market segments: Traditional IRA, TSA and QP]***  
Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

**Minimum Amount of Annuity Account Value (see Section 5.01):**

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will be terminated.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

***[The following language is applicable to the TSA market]***

[If there is a loan outstanding, the amount withdrawn will be limited such that the Cash Value remaining after a withdrawal is equal to at least [10%] of the outstanding loan amount.

You may not make any withdrawals from any part of the Cash Value; or transfer amounts among Investment Options; or make any transfers from this TSA Contract to another 403(b) plan or 403(b) Plan Funding Vehicle; or roll over amounts to another eligible retirement plan until after repayment of your loan then due, including interest due but not paid. ]

**Normal Form of Annuity (see Section 7.04): [Life Annuity 10 Year Period Certain]**  
**[For annuity commencement date ages 80 and greater the “period certain” is as follows]**

<u><b>Annuitization Age</b></u>	<u><b>Length of Period Certain</b></u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

**Amount of Annuity Benefit (see Section 7.05):** The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person’s lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.

**Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex (see Section 7.06):**  
 [6%] per year

**Minimum Amount to be Applied to an Annuity (see Section 7.06):** [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

**Charges Deducted from Annuity Account Value (see Section 8.02):**

- (a) *Annual Administrative Charge:* During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

- (b) *Optional Benefit Charge(s):*

**[Applicable to all Optional Benefit Charges]**

We will determine and deduct the Optional Benefit Charge(s) shown below, annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. If elected, other Optional Benefit(s) and any charges associated thereto are shown in the elected Optional Benefit Rider(s).

If you have elected a [5%] Rollup to Age [85] GMIB or GMDB Rider the charge for such benefit is shown in that Rider.

**[If the Earnings Enhancement Benefit (EEB) Rider is elected]**

*Earnings Enhancement Benefit:* The charge for this benefit is [0.35%] of the Annuity Account Value.

***[If the Guaranteed Minimum Death Benefit (GMDB) Rider - Annual Ratchet to Age [85] is elected]***

*Guaranteed Minimum Death Benefit Annual Ratchet to Age [85]:* The charge for this benefit is [0.25%] of the GMDB benefit base.

***[If the 100% Principal Guarantee Benefit (PGB) Rider is elected]***

*[100% Principal Guarantee Benefit:* The charge for this benefit is [0.50%] of the Annuity Account Value.]

***[If the 125% Principal Guarantee Benefit (PGB) Rider is elected]***

*[125% Principal Guarantee Benefit:* The charge for this benefit is [0.75%] of the Annuity Account Value.]

***[If the Guaranteed Withdrawal Benefit (GWB) Rider is elected]***

*[Guaranteed Withdrawal Benefit Charge:*

The charge for this benefit is [0.30%] of the Annuity Account Value, with a maximum charge of [0.45%]].

***[Applicable to all Optional Benefit Charges]***

This charge will be deducted for the portion of any Contract Year, pursuant to the termination provision of the Rider, in which a Death Benefit is paid pursuant to Section 6.02, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05, or the Contract is surrendered pursuant to Section 5.02.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. ***[The following language will appear for Accumulator Core and Accumulator Elite]*** [If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging.] ***[The following language will appear for Accumulator Plus and Accumulator Select]*** [If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Money Market Dollar Cost Averaging program.]

**Number of Free Transfers (see Section 8.03):** Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.]

**PART D – This part describes waivers of certain charges in your Contract.**

**Withdrawal Charge Waivers**

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

However, for Contracts issued with the Guaranteed Minimum Income Benefit ("GMIB") Rider, that convert to GWBL, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means: (a) under Joint Life Contracts, the second to die of the Owner or the Successor Owner, and (b) under Contracts with a Non-Natural Owner, the Annuitant for a Single Life Contract or the second to die of the Annuitant or Joint Annuitant for Joint Life Contracts. [For Contracts with GMIB that convert to GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means the older Owner or older Annuitant respectively. ]

***In accordance with Section 8.01 of the Contract, we reserve the right to add, reduce or remove Withdrawal Charge waivers. No Withdrawal Charge will apply in these events:***

1. [the Owner dies and the Death Benefit is payable;
  2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
  3. the Owner has qualified to receive Social Security disability benefits as certified by the Social Security Administration; or
  4. we receive proof satisfactory to us that the Owner's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
  5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
    - its main function is to provide skilled, intermediate or custodial nursing care;
    - it provides continuous room and board to three or more persons;
    - it is supervised by a registered nurse or practical nurse;
    - it keeps daily medical records of each patient;
    - it controls and records all medications dispensed; and
    - its primary service is other than to provide housing for residents.
- [Item 6 below will apply only to Contract Owners in the NQ and IRA (not applicable to Inherited IRA) market segments]***
6. the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death.
- [Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available]***
7. a Death Benefit is payable and the Beneficiary Continuation Option is elected.
- [Item 8 below will apply only to Contract Owners in the IRA (not applicable to Inherited IRA), TSA and QP market segments]***
8. a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service. However, in each Contract Year, the amount of the Required Minimum Distribution withdrawal is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.

***[Item 8 above for IRA Contracts (not applicable to Inherited IRA) only the following language will replace the immediately preceding sentence]*** a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service [or Substantially Equal Withdrawal Program]. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.

9. [upon completion of [3] Contract Years], any withdrawal that together with any prior withdrawals made during the Contract Year, does not exceed [5%] of the beginning of the Contract Year Roll Up portion of your [GMIB][GMDB] benefit base[s]. If any withdrawal [after the 3 Contract Years], causes a pro-rata reduction in the Roll Up portion of the [GMIB][GMDB] benefit base[s] (as described in the [GMIB][GMDB] rider(s)) this waiver is not applicable to the withdrawal that causes the pro-rata reduction to commence, nor to any subsequent withdrawal for the life of the Contract.
10. amounts under this Contract that are directly transferred to an [Accumulator] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.
11. withdrawals from Contracts with GWBL, which do not exceed the Guaranteed Annual Withdrawal Amount in a Contract Year, once you have converted to GWBL under your GMIB Rider.]

[The Withdrawal Charge will apply with respect to a Contribution if the condition as described in items 3, 4 and 5 above existed at the time the Contribution was remitted or if the condition began within the 12-month period following remittance.]

## DATA

### PART C – This part describes certain charges in your Contract.

**Withdrawal Charges (see Section 8.01):** A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
[1	7.00%
2	7.00%
3	6.00%
4	6.00%
5	5.00%
6	3.00%
7	1.00%
8 and later	0.00%]

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract/Certificate or years since Contributions were made under the Prior Contract/Certificate, if applicable, may be included for purposes of determining the Withdrawal Charge.

**Free Withdrawal Amount (see Section 8.01):** [[10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

**Daily Separate Account Charges (see Section 8.04):** **[Annual Rate of 1.30% (equivalent to a daily rate of .003585%)]**

The Daily Separate Account Charge includes the following charges:

Mortality and Expense Risks Charge: Annual rate of [0.80%]

Administration Charge: Annual rate of [0.30%]

Distribution Charge: Annual rate of [0.20%]

## DATA

### **PART C – This part describes certain charges in your Contract.**

**Withdrawal Charges (see Section 8.01):** A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
[1	8.00%
2	7.00%
3	6.00%
4	5.00%
5 and later	0.00%]

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

Withdrawal charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract/Certificate or years since Contributions were made under the Prior Contract/Certificate, if applicable, may be included for purposes of determining the Withdrawal Charge.

**Free Withdrawal Amount (see Section 8.01):** [[10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within 90 days of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

**Daily Separate Account Charges (see Section 8.04):** **[Annual Rate of 1.65% (equivalent to a daily rate of .004558%)]**

The Daily Separate Account Charge includes the following charges:

[Mortality and Expense Risks Charge:	Annual rate of 1.10%
Administration Charge:	Annual rate of 0.30%
Distribution Charge:	Annual rate of 0.25%]

## DATA

### **PART C – This part describes certain charges in your Contract.**

**Withdrawal Charges (see Section 8.01):** A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
[1	8.00%
2	8.00%
3	7.00%
4	7.00%
5	6.00%
6	5.00%
7	4.00%
8	3.00%
9	2.00%
10 and later	0.00%]

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract/Certificate or years since Contributions were made under the Prior Contract/Certificate, if applicable, may be included for purposes of determining the Withdrawal Charge.

**Free Withdrawal Amount (see Section 8.01):** [[10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.]

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

**Daily Separate Account Charges (see Section 8.04):** [Annual Rate of 1.55% % (equivalent to a daily rate of .004280%)]

The Daily Separate Account Charge includes the following charges:

[Mortality and Expense Risks Charge: Annual rate of 0.95%

Administration Charge: Annual rate of 0.35%

Distribution Charge: Annual rate of 0.25%]

## DATA

**PART C – This part describes certain charges in your Contract.**

**Withdrawal Charges (see Section 8.01):** None

**Daily Separate Account Charges (see Section 8.04):** [Annual rate of 1.70% (equivalent to a daily rate of .004697%).]

The Daily Separate Account Charge includes the following charges:

[Mortality and Expense Risks Charge: Annual rate of 1.10%

Administration Charge: Annual rate of 0.25%.

Distribution Charge: Annual rate of 0.35%]

## **ENDORSEMENT APPLICABLE TO INVESTMENT OPTIONS**

Effective immediately, this Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract. The terms and conditions of this Endorsement replace the terms and conditions in your Contract to the extent of any difference. In the event that a conflict exists between this Endorsement and the Contract, the terms of this Endorsement shall govern.

The term “Contract” as used in this Endorsement applies to either a Contract or Certificate.

This Endorsement is part of your Contract and the same definitions apply to the capitalized terms used herein. In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

### **I. Allocation Option Choices**

Unless choice is limited by an optional benefit rider attached to your Contract, you may choose to allocate amounts among the Investment Options pursuant to [Allocation Option A or Allocation Option B], as described in this Endorsement. You must give us allocation instructions that comply with the terms and conditions of this Endorsement. You may not allocate or transfer your Annuity Account Value other than as provided in the Allocation Option you choose. The Data Pages specify the Allocation Option that is applicable under your Contract and any restrictions on your choice of Allocation Options. We currently offer [Allocation Option A] and [Allocation Option B]. You may request to change from one Allocation Option to another Allocation Option we make available to you by providing us a request in the form we require. We reserve the right to limit the number Allocation Option changes you may request under your Contract.

#### **I. A. [Allocation Option A]**

You may allocate amounts among the [Variable] Investment Options and the applicable Special Dollar Cost Averaging Program under your Contract. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.] We may change the Investment Options available under [Allocation Option A] for Contributions and transfers. If such a change occurs, we will provide you advance written notice.

#### **I. B. [Allocation Option B]**

You may allocate amounts among the [Variable] Investment Options and the applicable Special Dollar Cost Averaging Program under your Contract subject to the Investment Option maximums and minimums for each Investment Option Category as set forth in the Investment Option Allocation Table below (“Category Allocation Limits”). The Allocation Table also shows the limits on allocations to Investment Options within each Category (‘Investment Option Allocation

Limits”). We refer to the Category Allocation Limits and the Investment Option Allocation Limits collectively as the “Allocation Limits.” The Investment Option Allocation Table below shows Allocation Limits as of your Contract Date. The current assignment of Investment Options to Investment Categories is specified in the Data Pages. We may change the Allocation Limits. If such a change occurs, we will provide you advance written notice. Any change in the Category Allocation Limits and any change in the Investment Option Allocation Limits will not affect your Contract unless you subsequently make an Investment Option transfer [or Contribution]. If such a change occurs, we may require that you revise your allocation instructions to comply with the change before we accept a transfer request [or Contribution]. Your Contract will be subject to changed Allocation Limits after such transfer [or Contribution]. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.] Parts II through IV of this Endorsement discuss the terms and conditions of [Allocation Option B].

**Investment Option Allocation Table**

	Minimum Allocation to Category 1 Investment Options: [20%]  Maximum Allocation to Category 1 Investment Options: [100%]	Minimum Allocation to Categories 2, 3 and 4 Investment Options: [0%]  Maximum Allocation to Categories 2, 3 and 4 Investment Options: [80%]		
<i>Category →</i>	Category 1  <b>[Fixed Income]</b>	Category 2  <b>[Core Diversified Investment Options]</b>	Category 3  <b>[Small/Mid Cap Investment Options]</b>	Category 4  <b>[Specialty Investment Options]</b>
<i>Category Allocation Limits →</i>	Maximum: [100%] Minimum: [0%]	Maximum:[80%] Minimum: [0%]	Maximum:[30%] Minimum: [0%]	Maximum:[10%] Minimum: [0%]
<i>Investment Option Allocation Limits →</i>	No maximum allocation per Investment Option	[15%] per Investment Option allocation limit (maximum)	[15%] per Investment Option allocation limit (maximum)	[5%] per Investment Option allocation limit (maximum)

## **II. Contributions and Allocations**

Contributions are allocated to the Investment Options based on the instructions we have on file for your Contract. Your allocation instructions must comply with the Allocation Limits in effect on the date we received your instructions or any request to change your instructions. If we change the Allocation Limits, we may require that any Contribution after such change be allocated in accordance with the current Allocation Limits. You may change your allocation instructions for Contributions by submitting a request to the Processing Office in a form we accept.

## **III. Transfers**

You may transfer among Investment Options within an Investment Option Category even though your Annuity Account Value in the Category on the Transaction Date of the transfer exceeds the applicable Category Allocation Limit; however, the transfer must comply with the applicable Investment Option Allocation Limit for each Investment Option to which Annuity Account Value is transferred. You may transfer between Investment Options in different Categories provided that (i) the transfer complies with the applicable Category Allocation Limit for each Investment Option Category to which Annuity Account Value is transferred, and (ii) the Annuity Account Value in the [Fixed Income] Category is not reduced below the minimum [Fixed Income] Category Allocation Limit as a result of the transfer. A transfer request does not automatically change your allocation for future Contributions and rebalancing. If you wish to change your allocation instructions on file, you must request a change that complies with the Investment Option Allocation Limitations described above, in the form we require.

## **IV. Rebalancing**

The allocation of your Annuity Account Value among Investment Options is rebalanced as of the last Business Day of each quarter of your Contract Year. Rebalancing means that the Annuity Account Value in each Investment Option is reallocated in accordance with your allocation instructions on file with us. Quarterly rebalancing will first occur on the date that is three months from your Contract Date. If your Contract Date occurs on the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> of a month, rebalancing will be done on the first day of the following month.

## **V. Special Dollar Cost Averaging**

The terms and conditions applicable to Special Dollar Cost Averaging are described in the applicable Special Dollar Cost Averaging Endorsement.

**VI. Termination of this Endorsement**

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

**AXA EQUITABLE LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "C. Condrón", with a long horizontal flourish extending to the right.

Christopher M. Condrón  
President and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written in a cursive style.

Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

***Endorsement Applicable to Investment Option Data Page –***

***[Applicable to [Option A]***

**A total of 100% of the contribution must be invested in any or all of the following investment options.**

[AXA Conservative Allocation  
AXA Conservative-Plus Allocation  
AXA Moderate Allocation  
AXA Moderate-Plus Allocation  
EQ/American Core Growth Allocation  
EQ/American Core Allocation  
EQ/American Balanced Allocation  
Index Allocation Fund  
EQ/Money Market]

- **Guaranteed Interest Option (“GIO”)**  
[No more than [25%] of each Contribution may be allocated to the GIO]

***[The following will appear for all Accumulator Core and Accumulator Elite]***

- [Account for Special Dollar Cost Averaging ]

***[The following will appear for all Accumulator Plus and Accumulator Select]***

- [Account for Special Money Market Dollar Cost Averaging]

**[Option A is not available under your Contract]**

***[Applicable to [Option B]***

**[Category 1 Fixed Income Variable Investment Options]**

[Multimanager Core Bond  
EQ/AllianceBernstein Intermediate Gov’t Securities  
EQ/Quality Bond PLUS  
EQ/Money Market  
EQ/Long Term Bond  
EQ/Short Duration Bond  
U.S. Government/AAA-Rated Securities  
Bond Fund]

**[Category 2 Core Diversified Equity Variable Investment Options Investment Options]**

[Multimanager Large Cap Core Equity  
Multimanager Large Cap Value  
AXA Aggressive Allocation  
EQ/Franklin Templeton Founding Strategy  
EQ/AllianceBernstein Common Stock  
EQ/AllianceBernstein Large Cap Growth (RTY 1000)  
EQ/Large Cap Value  
EQ/Capital Guardian Research  
EQ/Equity 500 Index  
EQ/BlackRock Basic Value Equity  
EQ/Large Cap Growth PLUS  
EQ/Large Cap Core PLUS  
EQ/JPMorgan Value Opportunities  
EQ/T. Rowe Price Growth Stock  
EQ/Boston Advisors Equity Income  
EQ/UBS Growth and Income  
EQ/Lord Abbett Growth and Income  
EQ/Lord Abbett Large Cap Core  
EQ/Oppenheimer Main Street Opportunity]

**[Category 3 Small/Mid Cap Variable Investment Options ]**

Multimanager Mid Cap Growth  
Multimanager Mid Cap Value  
Multimanager Small Cap Value  
Multimanager Small Cap Growth  
EQ/AllianceBernstein Small Cap Growth  
EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)  
EQ/Small Company Index  
EQ/Oppenheimer Main Street Small Cap  
EQ/Mid Cap Value PLUS  
Global Discovery Fund  
Multimanager International Equity  
EQ/AllianceBernstein International  
EQ/International Core PLUS  
EQ/BlackRock International Value  
EQ/International Growth  
EQ/Oppenheimer Global  
Global Growth and Income Fund  
Global Growth Fund  
International Fund]

**[Category 4 Specialty Variable Investment Options]**

Multimanager Aggressive Equity  
Multimanager Large Cap Growth  
Multimanager Technology  
EQ/Calvert Socially Responsible  
EQ/Marsico Focus  
EQ/Mergers and Acquisitions  
EQ/Van Kampen Comstock  
EQ/Templeton Growth  
EQ/Capital Guardian Growth  
EQ/Davis New York Venture  
EQ/Russell 1000 Value Index (Legg Mason Value Equity)  
EQ/Evergreen Omega  
EQ/Van Kampen Mid Cap Growth  
EQ/GAMCO Small Company Value  
EQ/PIMCO Real Return

- **Guaranteed Interest Option (“GIO”)**  
[No more than [25%] of each Contribution may be allocated to the GIO]

*[The following will appear for all Accumulator Core and Accumulator Elite]*

- [Account for Special Dollar Cost Averaging]

*[The following will appear for all Accumulator Plus and Accumulator Select]*

- [Account for Special Money Market Dollar Cost Averaging]

## **ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST SPECIAL DOLLAR COST AVERAGING**

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below.

The term "Contract" as used in this Endorsement applies to either a Contract or Certificate.

In this Endorsement, "we", "our", and "us" means AXA Equitable Life Insurance Company and "you" and "your" means the Owner.

### **SPECIAL DOLLAR COST AVERAGING PROGRAM**

You may elect to participate in a Special Dollar Cost Averaging Program at any time.

Under a Special Dollar Cost Averaging Program you allocate, under [Allocation Option A], all or any portion of your Contribution, or under [Allocation Option B], all of your Contribution, to an interest bearing account for the program. We transfer a portion of each amount allocated to the account (including accrued interest) to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Under [Allocation Option B] your allocation instructions for the Special Dollar Cost Averaging Program will be the same as your allocation instructions we have on file for your Contract. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special Dollar Cost Averaging program is [\$2,000.] You may elect to make subsequent Contributions to an existing Special Dollar Cost Averaging Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Subsequent Contributions to an existing Special Dollar Cost Averaging Program will not extend the expiration date of that program.

You may have only one Special Dollar Cost Averaging Program in effect at a time. At the expiration of a Special Dollar Cost Averaging Program, you may start a new program with a new Contribution [in the first Contract Year].

Any amount held in an account for Special Dollar Cost Averaging becomes part of our general assets, which support the guarantees of this Contract and other contracts. We will credit the amount of each Contribution allocated to and remaining in an account for Special Dollar Cost Averaging with interest at the effective annual rate that was applicable to your program on the Transaction Date of the Contribution. We may set different rates for programs of different duration.

## **Transfer Rules**

You may not transfer Annuity Account Value into a Special Dollar Cost Averaging Program. You may not transfer a Special Dollar Cost Averaging Program into another Special Dollar Cost Averaging Program [or into the Guaranteed Interest Option.] [Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.] Any request by you to transfer amounts out of an account for Special Dollar Cost Averaging, other than your regularly scheduled transfers to the Investment Options as part of a Special Dollar Cost Averaging Program, will terminate that Special Dollar Cost Averaging Program. Any amount remaining in the account for Special Dollar Cost Averaging after such a transfer will be transferred to your other Investment Options according to your then current allocation instructions.

## **Effect of Withdrawals**

Any withdrawal from an account for Special Dollar Cost Averaging will terminate that Special Dollar Cost Averaging Program. Any amounts remaining in the account for Special Dollar Cost Averaging after such a withdrawal will be transferred to your other Investment Options according to your then current allocation instructions.

## **THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES**

Christopher M. Condrón  
Chairman and Chief Executive Officer



Pauline Sherman  
Senior Vice President, Secretary and

## **ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING**

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below.

The term "Contract" as used in this Endorsement applies to either a Contract or Certificate.

In this Endorsement, "we", "our", and "us" means Equitable Life Assurance Society of the United States and "you" and "your" means the Owner.

### **SPECIAL MONEY MARKET DOLLAR COST AVERAGING PROGRAM**

Under the Money Market Dollar Cost Averaging Program you allocate under [Allocation Option A], all or any portion of your Contribution, or under [Allocation Option B], all of your Contribution to an account for the program. The minimum initial amount that you may allocate to the Money Market Dollar Cost Averaging Program is [\$2,000.] You may elect to make subsequent Contributions to an existing Money Market Dollar Cost Averaging Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Amounts will be transferred [monthly] over a [three, six or twelve ] month period from the account to the other Investment Options based on the percentages you selected at the start of the Money Market Dollar Cost Averaging Program. Subsequent Contributions to an existing Money Market Dollar Cost Averaging Program will not extend the expiration date of that program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Under [Allocation Option B] your allocation instructions for the Money Market Dollar Cost Averaging Program will be the same as your allocation instructions we have on file for your Contract.

You may have only one dollar cost averaging program in effect at any given time. At the expiration of the Money Market Dollar Cost Averaging Program, you may start a new program [in the first Contract Year].

### **Transfer Rules**

You may not transfer Annuity Account Value into the Money Market Dollar Cost Averaging Program. [Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.] Any request by you to transfer amounts out of the [ Money Market Dollar Cost Averaging Account], other than your regularly scheduled transfers to the Investment Options as part of the Money Market Dollar Cost Averaging Program, will terminate that Money Market Dollar Cost Averaging Program.

Any amount remaining in the [Money Market Dollar Cost Averaging Account] after such a transfer will be transferred to your other Investment Options according to your then current allocation instructions.

### **Effect of Withdrawals**

Any withdrawal from the [Money Market Dollar Cost Averaging Account] while participating in the Money Market Dollar Cost Averaging Program will terminate that Money Market Dollar Cost Averaging Program. Any amounts remaining in the [ Money Market Dollar Cost Averaging Account] after such a withdrawal will be transferred to your other Investment Options according to your then current allocation instructions.

### **THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES**

Christopher M. Condon  
Chairman and Chief Executive Officer



Pauline Sherman  
Senior Vice President, Secretary and  
Associate General Counsel

## **GUARANTEED MINIMUM DEATH BENEFIT RIDER**

### **Greater of [5%] Rollup to Age [85] GMDB or Annual Ratchet to Age [85] GMDB with Optional Reset of [5%] Roll Up to Age [85] GMDB**

The term "Contract" as used in this Endorsement applies to either a Contract or Certificate. This Rider is part of your Contract, and the same definitions apply to the capitalized terms. There are new definitions in this Rider which are introduced below. The benefit described in this Rider is subject to all the terms contained in your Contract, except as modified below.

In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

#### **I. This Rider's Benefit**

The terms of this Rider add to the Contract a Guaranteed Minimum Death Benefit (GMDB) as described below. The GMDB is derived from a Benefit Base as described in Parts II and III. The GMDB under the Contract will be the greater of the [5%] Roll Up to Age [85] Benefit Base or the Annual Ratchet to Age [85] Benefit Base. The Rider describes the computation of the [5%] Roll Up to Age [85] Benefit Base and the Annual Ratchet to Age [85] Benefit Base, the cost of this Rider and how this Rider may terminate.

On the Contract Date, your [5%] Roll Up to Age [85] Benefit Base and Annual Ratchet to age [85] Benefit Base are both equal to your initial Contribution. Thereafter, the GMDB is the greater of the [5%] Roll Up to Age [85] Benefit Base or the Annual Ratchet to Age [85] Benefit Base.

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85<sup>th</sup>] birthday will instead accumulate to the Contract Date Anniversary following the [85<sup>th</sup>] birthday of the older Joint Owner. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [80<sup>th</sup>] birthday will instead be limited to the Contract Date Anniversary following the [80<sup>th</sup>] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85<sup>th</sup>] birthday will instead accumulate to the Contract Date Anniversary following the [85<sup>th</sup>] birthday of the Annuitant. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [80<sup>th</sup>] birthday will instead be limited to the Contract Date Anniversary following the [80<sup>th</sup>] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85<sup>th</sup>] birthday of the older Joint Annuitant and any optional reset will be limited to the Contract Date Anniversary following the [80<sup>th</sup>] birthday of the older Joint Annuitant.

[Amounts allocated to your Contract when this Rider is elected are limited to those Investment Options offered under "Allocation Option A" of the Endorsement Applicable to Investment Options.]

## **II. [5%] Roll Up to Age [85] Benefit Base**

For the [5%] Roll Up to Age [85] Benefit Base, the Benefit Base is credited each day with interest at an annual effective rate of [5%] ([2%] for amounts in the [EQ/Money Market Fund, Guaranteed Interest Option, [and the loan reserve for the TSA market]]) through the Contract Date Anniversary following the Owner's [85<sup>th</sup>] birthday (or the Owner's death, if earlier), and 0% thereafter. ***For Accumulator Core and Elite only*** [The Benefit Base interest rate applicable during the period selected for the Special Dollar Cost Averaging Account, if applicable, will be [5%]. ***For Accumulator Plus and Select only*** [The Benefit Base interest rate applicable during the period selected for the [Special Money Market] Dollar Cost Averaging Account, if applicable, will be [5%]. The Benefit Base is also increased by the dollar amount of any subsequent Contributions and adjusted for withdrawals as described under "Effects of Withdrawals" below.

### **Optional Reset of [5%] Roll Up to Age [85] Benefit Base:**

On or within [30] days following the [third] or later Contract Date Anniversary, you may reset your [5%] Roll Up to Age [85] Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The [5%] Roll Up continues on your reset Benefit Base. When you reset your [5%] Roll Up to Age [85] Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following the Owner's [80<sup>th</sup>] birthday. [Contributions made within [12 months] of any reset will not be included for purposes of resetting your [5%] Roll Up to Age [85] GMDB Benefit Base.]

When you reset your [5%] Roll Up to Age [85] Benefit Base, your [5%] Roll Up to Age [85] GMIB Benefit Base is automatically reset as described in your Guaranteed Minimum Income Benefit Rider.

We may increase the charge for this Rider up to the maximum charge shown in Part V of this Rider. We will apply the higher charge only if your [5%] Roll Up to Age [85] Benefit Base increases due to your election of an optional reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase permitted by the above provisions. Any increase in the charge for this Rider will be communicated in writing to you at least [45 days] before the Contract Date Anniversary on which it would take effect.

## **III. Annual Ratchet to Age [85] Benefit Base**

For the Annual Ratchet to Age [85] Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following the Owner's [85<sup>th</sup>] birthday, if the Annuity Account Value is greater than the current Benefit Base, the Benefit Base is reset to equal the Annuity Account Value. The Benefit Base is also increased by the dollar amount of subsequent Contributions, and adjusted for withdrawals as described under "Effects of Withdrawals" below.

#### **IV. Effect of Withdrawals**

[The [5%] Roll Up to Age [85] and the Annual Ratchet to Age [85] Benefit Base will each be reduced by withdrawals. The reduction is determined separately for each Benefit Base [after completion of your [third] Contract Year]. [Prior to completion of your [third] Contract Year, the Roll Up to Age [85] Benefit Bases will be reduced pro-rata by all withdrawals.] The Annual Ratchet to Age [85] Benefit Base is always reduced pro-rata by all withdrawals. The reduction of the Roll Up to Age [85] Benefit Base is on a dollar-for-dollar basis [after completion of your [third] Contract Year] as long as the sum of your withdrawals in that Contract Year is [5%] or less of the Benefit Base as of the beginning of the Contract Year. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed [5%] of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year, that entire withdrawal and any subsequent withdrawals in that Contract Year will cause a pro rata reduction of the Roll Up to Age [85] Benefit Base. [In the first Contract Year, Contributions received in the first [90 days] are used to determine the Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences.] [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Roll Up to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in this paragraph, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

[Contributions made within [12 months] of any withdrawal will not be included for purposes of determining the dollar for dollar withdrawal amount under this Rider.]

On or after the GWBL Conversion Effective Date described in your GMIB Rider, your GMDB Benefit Bases described in the first paragraph of this section will each be reduced on a pro-rata basis.

If you voluntarily terminate your GMIB Rider on the Contract Date Anniversary following your [85<sup>th</sup>] birthday (“Last GMIB Exercise Date”) described in your GMIB Rider, the [5%] Roll Up to Age [85] Benefit Base will continue to be reduced by withdrawals as described in the first paragraph of this section.

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your GMDB immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your GMDB by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

#### **V. The Cost Of This Rider**

The current charge for this benefit is [0.60%] of the GMDB Benefit Base. The maximum charge upon reset for this benefit is [0.75%] of the GMDB benefit base.

We will deduct the above charge(s) for the portion of any Contract Year in which this benefit is terminated pursuant to Part VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of

the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

**[VI. Effect on this Rider of Voluntary Termination of your GMIB Rider Prior to the Last GMIB Exercise Date]**

If you voluntarily terminate your GMIB Rider prior to Last GMIB Exercise Date, this GMDB Rider automatically terminates.]

**VII. Termination Provision Of This Rider**

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate: (i) the Contract terminates, (ii) except as agreed to by us and provided in the next two sentences, the original Owner of the Contract has changed, (iii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, (iv) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (v) the Contract is annuitized, including exercise of Guaranteed Minimum Income Benefit, if applicable. However, for a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the original Annuitant. For a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Such original Owner becomes the Annuitant under the Contract at the time of ownership change. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, stepchild, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew and in-laws.

**AXA EQUITABLE LIFE INSURANCE COMPANY**



Christopher M. Condon  
President and Chief Executive Officer



Karen Field Hazin  
Senior Vice President, Secretary and  
Associate General Counsel

**ENDORSEMENT APPLICABLE TO SECTION 6.02, "PAYMENT UPON DEATH"**

The term "Contract" as used in this Endorsement applies either to a Contract or Certificate.

This Endorsement is part of your Contract and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

*The following is added at the end of* **SECTION 6.02 PAYMENT UPON DEATH**

If the age of any person upon whose life an optional Guaranteed Minimum Death Benefit depends has been misstated, any benefits will be those which would have been purchased at the correct age. Therefore, if an optional Guaranteed Minimum Death Benefit Rider was elected by such person, (i) the optional Guaranteed Minimum Death Benefit Rider will be revoked by us; (ii) the applicable charge for the benefit will be refunded and applied to the Annuity Account Value of the Contract, and (iii) the standard Guaranteed Minimum Death Benefit described in the fifth paragraph of this Section will apply.

**AXA EQUITABLE LIFE INSURANCE COMPANY**

A handwritten signature in dark ink, appearing to read "Condrón", with a long horizontal flourish extending to the right.

Christopher M. Condrón  
Chairman and Chief Executive Officer

A handwritten signature in dark ink, appearing to read "Karen Field Hazin", written in a cursive style.

Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

**GUARANTEED MINIMUM INCOME BENEFIT ("GMIB") RIDER  
with Optional Reset of [5%] Roll Up to Age [85] GMIB Benefit Base and  
Guaranteed Withdrawal Benefit for Life Conversion Benefit**

*[The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date]*

**[GMIB Rider Data**

**Contract Number:** [09-999-999]

**GMIB Rider Addition Date:** [June 1, 2009]

**GMIB Rider Effective Date:** [September 15, 2009]

<b>Owner:</b>	[JOHN DOE]	Age: [60]	Sex: [Male]
	<i>[Available only under NQ Contracts/Certificates]</i>		
<b>[Joint Owner:]</b>	[JANE DOE]	Age: [55]	Sex: [Female]
<b>Annuitant:</b>	[JOHN DOE]	Age: [60]	Sex: [Male]
	<i>[Applicable for NQ Contracts/Certificates]</i>		
<b>[Joint Annuitant:]</b>	[JANE DOE]	Age: [55]	Sex: [Female]

**As of this Rider's Addition Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.**

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The term "Contract" as used in this Rider applies to either a Contract or Certificate. This Rider is part of your Contract, and the same definitions apply to the capitalized terms. There are new definitions in this Rider which are introduced below. The benefits described in this Rider are subject to all the terms contained in your Contract, except as modified below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner. "Rider" means this Rider.

*[When this Rider is issued with the Contract, the following text will appear]*

[The Effective Date of this Rider is your Contract Date.]

*[When this Rider is added to a Contract after the Contract Date, the following text will appear]*

[We added this Rider upon receipt of your request in accordance with your Contract. The Rider's "Addition Date" is shown above. The "Effective Date" of this Rider is the Contract Date Anniversary following the Addition Date. If we receive your request on a Contract Date Anniversary, the Rider's Effective Date will be the same as the Addition Date.]

**I. This Rider's Guaranteed Minimum Income Benefit**

Under the terms of this Guaranteed Minimum Income Benefit Rider, you will receive a Guaranteed Minimum Income Benefit (GMIB) as described below. The GMIB is derived from a benefit base as described in Part III of this Rider. The GMIB Benefit Base is used to calculate the GMIB described in this GMIB Rider. This GMIB Rider does not provide a Cash Value or any minimum account value.

On the Transaction Date on which you exercise GMIB, the annual lifetime income that will be provided under the fixed payout option selected will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the Annuity Account Value as of the Transaction Date to our then current annuity purchase factors for the same payout option. The GMIB Benefit Base, as defined below, is applied to the guaranteed annuity purchase factors shown in Attachment A of this Rider to determine the GMIB. If you

do not exercise GMIB within [30 days] of the last exercise date described below in Part II of this Rider, the Rider will convert to a Guaranteed Withdrawal Benefit for Life Rider.

Upon GMIB exercise, you may elect either (i) or (ii):

(i) our Life Annuity payout option or,

(ii) our Life Annuity with a Period Certain payout option.

Other options may be available at the time of exercise.

For Contracts with Joint Owners lifetime income is guaranteed for the life of the older Joint Owner. A GMIB that by its terms accumulates to and must be exercised by the Contract Date Anniversary following the Owner's [85<sup>th</sup>] birthday will accumulate to and must be exercised by the Contract Date Anniversary following the [85<sup>th</sup>] birthday of the older Joint Owner. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [80<sup>th</sup>] birthday will be limited to the Contract Date Anniversary following the [80<sup>th</sup>] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GMIB that by its terms accumulates to and must be exercised by the Contract Date Anniversary following the Owner's [85<sup>th</sup>] birthday will accumulate to and must be exercised by the Contract Date Anniversary following the Annuitant's [85<sup>th</sup>] birthday. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [80<sup>th</sup>] birthday will be limited to the Contract Date Anniversary following the Annuitant's [80<sup>th</sup>] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMIB will accumulate to and must be exercised by the Contract Date Anniversary following the older Joint Annuitant's [85<sup>th</sup>] birthday and any optional reset will be limited to the Contract Date Anniversary following the [80<sup>th</sup>] birthday of the older Joint Annuitant.

[The Life Annuity with a Period Certain payout option provides payment during a period certain with payments continuing for life thereafter. The period certain is based on your age at the time the Life Annuity with a Period Certain payout option is elected. The period certain is 10 years for Owners' age 80 and younger; 9 years for age 81; 8 years for age 82; 7 years for age 83; 6 years for age 84; and 5 years for age 85. The Life Annuity with a Period Certain payout option is also available on a joint and survivor basis.]

## **II. Conditions of this GMIB Rider**

***[Applicable to GMIB Rider under which Investment Options are limited to "Option A" as described in the Endorsement Applicable to Investment Options]***

[Amounts allocated to your Contract when this Rider is elected are limited to those Investment Option offered under ["Option A"] of the Endorsement Applicable to Investment Options, as described therein.]

### **A. Your GMIB Exercise Options Prior to the Last GMIB Exercise Date**

***[Applicable for Owner issue ages 20 through 44]***

The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [15<sup>th</sup>] or later Contract Date Anniversary [after this Rider's Effective Date]. However, it may not be exercised later than the Contract Date Anniversary following your [85<sup>th</sup>] birthday.

***[Applicable for Owner issue ages 45 through 49]***

[After this Rider's Effective Date,] The GMIB may be exercised only within [30] days following each Contract Date Anniversary on or after your [60<sup>th</sup>] birthday. However, it may not be exercised later than the Contract Date Anniversary following your [85<sup>th</sup>] birthday.

***[Applicable for Owner issue ages 50 through [70]]***

The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [10<sup>th</sup>] or later Contract Date Anniversary [after this Rider's Effective Date]. However, it may not be exercised later than the Contract Date Anniversary following your [85<sup>th</sup>] birthday.

A Contract issued with a Tax Sheltered Annuity or a Qualified Plan endorsement must convert to a traditional IRA Contract in an eligible rollover transaction to exercise the GMIB unless GMIB is automatically exercised as described below in "GMIB No Lapse Guarantee."

**B. Your Right to Convert this GMIB to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider Prior to the Last GMIB Exercise Date**

You also have the right to convert to a GWBL Rider on each Contract Date Anniversary that follows your [80<sup>th</sup>] birthday. You may not convert later than the Contract Date Anniversary following your 85<sup>th</sup> birthday. You must make your election within [30] days of such Contract Date Anniversary.

[For TSA only: You may not elect to convert to a GWBL Rider pursuant to the above paragraph if there is a loan outstanding.]

**C. Your GMIB Options on the Last GMIB Exercise Date**

On the Contract Date Anniversary following your [85<sup>th</sup>] birthday, you may elect to do one of the following:

- 1) Exercise GMIB;
- 2) Convert this GMIB Rider to a GWBL Rider as described beginning in Part VI of this Rider. Your Guaranteed Minimum Death Benefit (GMDB) as of the Contract Date continues to be applicable as of the GWBL Conversion Effective Date. *[For Owners who elected the "Greater of" Guaranteed Minimum Death Benefit: On and after the GWBL Conversion Effective Date, your GMDB will be adjusted for withdrawals on a pro-rata basis as described in your GMDB Rider]. [For TSA Contracts only: You may not convert this GMIB Rider to a GWBL Rider if you have an outstanding loan under your Contract.] ; or,*
- 3) Terminate GMIB and not convert this Rider to a GWBL Rider.

You will have [30 days] from the Contract Date Anniversary following your [85<sup>th</sup>] birthday to make any of the above elections.

[If you do not elect any of the above GMIB options within [30 days] of the Contract Date Anniversary following your [85<sup>th</sup>] birthday, this Rider, as a default, will automatically convert to a GWBL Rider on a Single Life Benefit Contract basis as described in Part VII D of this Rider.]

[For TSA only: If you do not elect any of the above options and there is a loan outstanding, notwithstanding the preceding paragraph, GMIB will automatically terminate.]

[If you do not elect any of the above GMIB options, GMIB will automatically terminate.]

If you elect to exercise GMIB, you will begin receiving [annual] payments [12] months after the GMIB supplementary contract is issued which reflects the terms of this benefit. You will be named the Annuitant under the GMIB supplementary contract.

If elected pursuant to Items B or C above, your "GWBL Conversion Effective Date" is the Contract Date Anniversary following the birthday on which you elect to convert to the GWBL Rider. Your Guaranteed Minimum Death Benefit as of the Contract Date continues to be applicable as of the GWBL Conversion Effective Date. All withdrawals on or after the GWBL Conversion Effective Date reduce your GMDB on a pro-rata basis.

**III Guaranteed Minimum Income Benefit Base**

*[When this Rider is issued with the Contract, the following text will appear]*

On the Contract Date, your [5%] Roll Up to Age [85] and Annual Ratchet to Age [85] Benefit Bases are both equal to your initial Contribution.

*[When this Rider is added to a Contract after the Contract Date, the following text will appear]*

On this Rider's Effective Date, your [5%] Roll Up to Age [85] and Annual Ratchet to Age [85] Benefit Bases are both equal to your Annuity Account Value as of this Rider's Effective Date.

Thereafter, both benefit bases are increased by the dollar amount of any subsequent Contributions, and adjusted for withdrawals as described below. Your GMIB Benefit Base is equal to the greater of your [5%] Roll up to Age [85] or Annual Ratchet to Age [85] Benefit Base.

**A. [5%] Roll Up to Age [85] Benefit Base** Your [5%] Roll up to Age [85] Benefit Base is credited each day with interest at an annual effective rate of [5%] ([2%] for amounts in the [EQ/Money Market Fund, Guaranteed Interest Option [and the loan reserve account (if applicable)]] through the Contract Date Anniversary following your [85th] birthday (or your death, if earlier), and 0% thereafter. ***For Accumulator Core and Elite only*** [The Guaranteed Minimum Income Benefit interest rate applicable during the period selected for the Special Dollar Cost Averaging Account, if applicable, will be [5%]. ***For Accumulator Plus and Select only*** [The Guaranteed Minimum Income Benefit interest rate applicable during the period selected for the [Special Money Market] Dollar Cost Averaging Account, if applicable, will be [5%]].

#### **Optional Reset of [5%] Roll Up to Age [85] GMIB Benefit Base**

On or within [30] days following the [third] or later Contract Date Anniversary [following this Rider's Effective Date], you may reset your [5%] Roll Up to Age [85] GMIB Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The [5%] Roll Up continues on your reset Benefit Base. When you reset your [5%] Roll Up to Age [85] GMIB Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [80<sup>th</sup>] birthday. [Contributions made within [12 months] of any reset will not be included for purposes of resetting your [5%] Roll Up to Age [85] GMIB Benefit Base.]

When you reset your [5%] Roll Up to Age [85] GMIB Benefit Base, you may not exercise GMIB as described in Part II of this GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Part II of this GMIB Rider. [If you reset your GMIB Benefit Base on or after age [76], notwithstanding anything to the contrary, you must elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85<sup>th</sup>] birthday.]

#### ***[If you elect this Rider with the "Greater of" GMDB Rider, the following text will appear]***

[When you reset your [5%] Roll Up to Age [85] GMIB Benefit Base your [5%] Roll Up to Age [85] GMDB Benefit Base is automatically reset as described in your Guaranteed Minimum Death Benefit Rider until the Contract Date Anniversary following your [80<sup>th</sup>] birthday. Reset of your [5%] Roll Up to Age [85] GMDB Benefit Base is not permitted after such date.]

We may increase the charge for this Rider up to the maximum charge shown in Part XII of this Rider. We will apply the higher charge only if your Benefit Base increases due to your election of an optional reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase permitted by the above provisions. Any increase in the charge for this Rider will be communicated in writing to you at least [45 days] before the Contract Date Anniversary on which it would take effect.

**B. Annual Ratchet to Age [85] Benefit Base** For the Annual Ratchet to Age [85] Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Annuity Account Value is greater than the current Annual Ratchet to Age [85] Benefit Base, the Annual Ratchet to Age [85] Benefit Base is reset to equal the Annuity Account Value.

#### **IV. Effect of Withdrawals on your GMIB Benefit Base**

[The [5%] Roll Up to Age [85] and the Annual Ratchet to Age [85] GMIB Benefit Bases will each be reduced by withdrawals. The reduction is determined separately for each benefit base. The Annual Ratchet to Age [85] Benefit Base will be reduced pro-rata by all withdrawals. [The Roll Up to Age [85] Benefit Base will be reduced pro-rata by withdrawals made [prior to completion of your [third] Contract Year].] The reduction of the Roll Up to Age [85] Benefit Base is on a dollar-for-dollar basis [after completion of your [third] Contract Year] as long as the sum of your withdrawals in that Contract Year is [5%] or less of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed [5%] of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year, that entire withdrawal and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the Roll Up to Age [85] Benefit Base. [In the first Contract Year, Contributions received in the first [90 days] are used to determine the GMIB Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences.] [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Roll Up to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in this paragraph, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately]. In the first Contract Year, Contributions received in the first [90 days] are used to determine the GMIB Benefit Base for purposes of the preceding sentence.]

[Contributions made within [12 months] of any withdrawal will not be included for purposes of determining the dollar for dollar withdrawal amount under this Rider.]

A pro-rata reduction is determined as follows:

- 1) Divide the amount of your withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.

The GMIB Benefit Base will also be reduced by any withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base as described above.

The GMIB Benefit Base does not create an Annuity Account Value or a Cash Value and is used solely for purposes of calculating the GMIB.

## **V. GMIB No Lapse Guarantee**

***Applicable to NQ, IRA, QP-DC and QP-DB markets only:***

[Notwithstanding anything to the contrary in the Termination provision of this Contract, if your Annuity Account Value falls to zero on or before the Contract Date Anniversary following your [85<sup>th</sup>] birthday while this Contract is in force and there have been no withdrawals from your Contract other than as described below under “Conditions of the GMIB No Lapse Guarantee,” then your GMIB will be exercised automatically on the Transaction Date that the Annuity Account Value falls to zero. The annual lifetime income that will be provided under GMIB will be based on your age and the GMIB Benefit Base on the Transaction Date that the Annuity Account Value falls to zero, notwithstanding any waiting period described above in Parts II and III of this Rider. Annual GMIB payments will be based on a single life annuity with a Period Certain and begin one calendar year after the Transaction Date that the Annuity Account Value falls to zero. You may notify us in writing, within [30] days of your receipt of notice from us stating that your Annuity Account Value has fallen to zero, if you wish to change the frequency of payments.]

***Applicable to TSA market only:***

[If on or before the Contract Date Anniversary following your [85<sup>th</sup>] birthday, your Annuity Account Value falls to zero due to the conditions described below and you are eligible to take distributions from the Contract, GMIB will be exercised as of the Transaction Date that the Annuity Account Value falls to zero. The annual lifetime income that will be provided under GMIB will be based on your age and the GMIB Benefit Base on the Transaction Date that the Annuity Account Value falls to zero, notwithstanding any waiting period described above in “Conditions of this Rider. You may notify us in writing regarding your choice of the form of annuity we are then offering for GMIB exercise.]

*Conditions of the GMIB No Lapse Guarantee:*

The No Lapse Guarantee described above applies only if there are no withdrawals from your Contract other than:

- (i) Withdrawals due to “Charges Deducted from Annuity Account Value” as described in Section 8.02, and
- (ii) Withdrawals during a Contract Year that, in aggregate, do not exceed [5%] of the beginning of Contract Year [5%] Roll Up to Age [85] GMIB Benefit Base. [In the first Contract Year, Contributions received in the first [90 days] are used to determine the beginning of Contract Year [5%] Roll Up to Age [85] GMIB Benefit Base for that Contract Year.  
***[applicable to IRA, QP-DC, QP-DB and TSA markets only]***
- [(iii) Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code.]

Any withdrawal in excess of the above will cause the GMIB No Lapse Guarantee to terminate. Termination of the No Lapse Guarantee provision does not cause termination of the other provisions of this Rider.

## **Conversion of this GMIB Rider to a GWBL Rider**

### **VI. This Rider's Benefit on and after the GWBL Conversion Effective Date**

On the GWBL Conversion Effective Date, this Rider converts to a GWBL Rider. The date on which we receive your request to convert this Rider to a GWBL Rider as described in Part II of this Rider is the "Conversion Transaction Date." [If i) you have not elected to convert this GMIB to a GWBL prior to the Last GMIB Exercise Date, or ii) you do not elect any of the GMIB Options on the Last GMIB Exercise Date as described in Part II of this Rider, this Rider's Conversion Transaction Date is the [30<sup>th</sup>] day after the GWBL Conversion Effective Date.]

This Rider provides a Guaranteed Withdrawal Benefit for Life which guarantees that you can receive lifetime withdrawal amounts up to a maximum amount per Contract Year. This GWBL Rider does not provide a Cash Value or any minimum account value.

Under the Guaranteed Withdrawal Benefit for Life, we guarantee that you will be eligible to receive withdrawals while you are living, even if such withdrawals cause the Annuity Account Value to fall to zero. Withdrawals, for purposes of the Guaranteed Withdrawal Benefit for Life, are your total withdrawals during each Contract Year up to the Guaranteed Annual Withdrawal Amount (as defined below in Part VII G of this Rider). If the Owner named under the Contract is a Non-Natural Owner, we guarantee such withdrawals for the life of the Annuitant.

If a Successor Owner [NQ only: or Joint Owner] under an individually owned Contract, or a Joint Annuitant under a Contract owned by a Non-Natural Owner, is added after the GWBL Conversion Effective Date to change your Contract to a Joint Life Benefit Contract, we guarantee such withdrawals during the lives of you and such [NQ only: Joint Owner or ] Successor Owner [NQ only: as applicable], or during the lives of the Annuitant and Joint Annuitant, respectively. The terms and conditions of the Guaranteed Withdrawal Benefit for Life are set forth below.

On the GWBL Conversion Transaction Date:

- [(i) The Investment Options available as of your GWBL Conversion Transaction Date are the Investment Options available under [Option A].
- (ii) We effect any transfers to or among the available Investment Options described in the preceding paragraph in accordance with the instructions you gave us when you elected to convert to a GWBL Rider.
- (iii) [If conversion to a GWBL Rider was under the default provision for the Last GMIB Exercise Date, as described in Part II of this Rider, above, for amounts not allocated to the Investment Options available under this Rider as of the Conversion Transaction Date, such amounts will be allocated to the [AXA Moderate Allocation Investment Option.]] If we are not offering the [AXA Moderate Allocation Investment Option] as of the GWBL Conversion Transaction Date, we may substitute a variable investment option that has a different name or investment manager provided it has a substantially similar investment policy. If no such similar substitute is available, we will move such amounts to the Guaranteed Interest Option.
- (iv) Any applicable Withdrawal Charges as described in Part C of the Data Pages will continue after the GWBL Conversion Transaction Date.
- [(v) The Special [Money Market] Dollar Cost Averaging program will no longer be available under this Contract.]

## **VII. Definitions and Conditions Applicable to the GWBL Rider**

### **A. Automatic Payment Plan**

“Automatic Payment Plan” means an optional plan for periodic withdrawals up to the Guaranteed Annual Withdrawal Amount each Contract Year. The types of Automatic Payment Plans are described in Part VIII of this Rider.

### **B. Joint Annuitant**

“Joint Annuitant” means the individual named and added as such to this Contract. The Joint Annuitant must be the spouse of the Annuitant on the Conversion Transaction Date, but a change may subsequently be made in accordance with Part IX of this Rider.

### **C. Joint Life Benefit Contract**

For a Contract which is individually owned, “Joint Life Benefit Contract” means a Contract under which a Successor Owner, is added after the GWBL Conversion Effective Date for purposes of establishing a Joint Life Benefit Contract. [NQ only: If your Contract had a spousal Joint Owner before the GWBL Conversion Effective Date, such Joint Owner may be maintained for purposes of establishing this Rider on a Joint Life Benefit basis.] For a Contract owned by a Non-Natural Owner, “Joint Life Benefit Contract” means a Contract under which a Joint Annuitant is added after the GWBL Conversion Effective Date for purposes of establishing a Joint Life Benefit Contract. For Non-Natural Owner Contracts, if your Contract had spousal Joint Annuitants before the GWBL Conversion Effective Date, such Joint Annuitants may be maintained for purposes of establishing this Rider on a joint life benefit basis. [NQ only: A Joint Life Benefit Contract where the Owner is an individual and named with a Successor Owner or Joint Owner may be issued with a Joint Annuitant.] If your GWBL Conversion Effective Date is a Contract Date Anniversary prior to your [85<sup>th</sup>] birthday, you may not add a Joint Life to this Contract once a withdrawal is taken following the GWBL Conversion Effective Date. If your GWBL Conversion Effective Date is the Contract Date Anniversary following your [85<sup>th</sup>] birthday, you may not add a Joint Life to this Contract once a withdrawal is taken after the [30th] day following the GWBL Conversion Effective Date,. If the younger of you and your spouse is less than age [70] as of the GWBL Conversion Effective Date, a Joint Life Benefit Contract is not available. If a Joint Life Benefit Contract is elected after the GWBL Conversion Effective Date, a Death Benefit is payable on the second to die of the Annuitant and the Joint Annuitant.

### **D. Single Life Benefit Contract**

On the [30th] day following the GWBL Conversion Effective Date applicable to the Last GMIB Exercise Date, this Contract is automatically established as a Single Life Benefit Contract. “Single Life Benefit Contract” means where a Contract is individually owned, the Owner determines the Single Life Benefit under this GWBL Rider. [NQ only: For an individually owned Contract where there are Joint Owners, the older of the Owner and the Joint Owner determines the Single Life Benefit under this Rider.] For a Contract owned by a Non-Natural Owner, the Annuitant determines the Single Life Benefit under this GWBL Rider. For a Non-Natural Owner Contract where there were Joint Annuitants prior to the GWBL Conversion Effective Date, the older of the Joint Annuitants determines the Single Life Benefit under this Rider. [NQ only: A Single Life Benefit Contract where the Owner is an individual and named without a Successor Owner may be issued with a Joint Annuitant.]

### **E. Successor Owner**

“Successor Owner” means the individual named and added to an individually owned Contract after the GWBL Conversion Effective Date for purposes of providing a Joint Life Benefit under

this Contract. The Successor Owner must be the spouse of the Owner on the Conversion Transaction Date, but a change may subsequently be made in accordance with Part IX of this Rider.

[NQ only: If elected, upon addition to this Rider, a Successor Owner may be provided joint ownership rights.]

**F. GWBL Benefit Base**

Your initial GWBL Benefit Base is determined as of the GWBL Conversion Effective Date. It will be equal to either the Annuity Account Value or the GMIB Benefit Base as of that date, depending on which of the two amounts produces a greater benefit as described below in the definition of Guaranteed Annual Withdrawal Amount. Your GWBL Benefit Base may be increased by any “Annual Ratchet,” and it may be reduced by withdrawals that exceed your Guaranteed Annual Withdrawal Amount (“Excess Withdrawals”), as described below.

[Notwithstanding anything to the contrary in this Rider, your GWBL Benefit Base will be capped at the greater of the following: (i) your initial GWBL Benefit Base as of the GWBL Conversion Effective Date and (ii) [\$5 million].]

**G. Guaranteed Annual Withdrawal Amount**

Your initial Guaranteed Annual Withdrawal Amount is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentage shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

*Single Life Benefit Contract Applicable Percentages:* For purposes of determining your initial Guaranteed Annual Withdrawal Amount, the percentages shown in the Single Life line in the table are used.

If your initial Guaranteed Annual Withdrawal Applicable Percentage is the percentage shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

*Joint Life Benefit Contract Applicable Percentages:* The Applicable Percentage is based on your age or the age of the Successor Owner [NQ only: or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant’s age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the age of the younger spouse:

	You have elected [5% ]GMIB	
	A Applicable Percentage if Annuity Account Value produces a higher Guaranteed Annual Withdrawal Amount	B Applicable Percentage if GMIB Benefit Base produces a higher Guaranteed Annual Withdrawal Amount
<b>Single Life</b> (All ages)	[6.0%]	[5.0%
<b>Joint Life if younger spouse is:</b>		
Age [85+	[5.5%	[4.0%
Ages 80-84	5.0%	3.5%
Ages 75-79	4.5%	3.0%
Ages 70-74]	4.0%]	2.5%]

Guaranteed Annual Withdrawals may be taken through an Automatic Payment Plan we offer. If you take less than the Guaranteed Annual Withdrawal Amount in any Contract Year, you may not add the remainder to your Guaranteed Annual Withdrawal amount in any subsequent Contract Year.

#### **H. Annual Ratchet**

Your Benefit Base is recalculated on each Contract Date Anniversary to equal the greater of (i) the Annuity Account Value and (ii) the prior Benefit Base. An increase in the Benefit Base resulting from that calculation is an Annual Ratchet. If the Benefit Base is increased by such recalculation, your Guaranteed Annual Withdrawal Amount will be increased as of the next Contract Year following such Contract Date Anniversary to equal your Applicable Percentage times your new Benefit Base.

We may increase the charge for this Rider up to the maximum charge shown in Part XII of this Rider; however, we will apply the higher charge only if your Benefit Base increases due to an Annual Ratchet. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase permitted by the previous sentence. Any increase in the charge for this Rider will be communicated in writing to you at least [45 days] before the Contract Date Anniversary on which it would take effect. You may decline an Annual Ratchet that would cause a charge increase by providing us with a written request to decline such Annual Ratchet. Thereafter, you may provide us with a written request to reactivate Annual Ratchets and accept the higher charge. Once you have done so, the Annual Ratchet will occur on any future Contract Date Anniversary after such election when the Annuity Account Value is higher than the Benefit Base, as described above. The Annual Ratchet will not be applied on a retroactive basis.

#### **I. Excess Withdrawal**

An Excess Withdrawal occurs when you withdraw more than your Guaranteed Annual Withdrawal amount in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your Guaranteed Annual Withdrawal amount, the entire amount of that withdrawal and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the Guaranteed Annual Withdrawal Amount, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess

Withdrawal. 2) The Guaranteed Annual Withdrawal amount is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

**J. Effect of your Annuity Account Value Falling to Zero**

If either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the Annuity Account Value but is not an Excess Withdrawal, or (ii) the Annuity Account Value falls to zero by the deduction of a Contract charge, you will receive payments equal to your Guaranteed Annual Withdrawal amount, subject to the following terms and conditions: The date of any such event is the benefit transaction date for purposes of this subsection. Guaranteed Annual Withdrawals will begin on the next Contract Date Anniversary following the benefit transaction date and continue on each subsequent Contract Date Anniversary for the full amount, while you or the Successor Owner [NQ: or Joint Owner, as applicable,] under a Joint Life Benefit Contract is living. For Contracts with Non-Natural Owners, Guaranteed Annual Withdrawals will continue while the Annuitant or the Joint Annuitant under a Joint Life Benefit Contract is living. If, on the benefit transaction date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the benefit termination date is described in Part VIII of this Rider. If you were not taking payments through an Automatic Payment Plan, then any remaining balance of the Guaranteed Annual Withdrawal for the Contract Year in which your Annuity Account Value was reduced to zero will be paid to you in a lump sum on the benefit transaction date and Guaranteed Annual Withdrawals will continue to be made for the full amount thereafter on an annual basis. As of the benefit transaction date, your Contract will be cancelled and a supplementary life annuity contract setting forth your continuing benefit will be issued to you, as further described below.

When the supplementary life annuity contract is issued, the Owner of record under this Contract on the benefit transaction date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract. Any Successor Owner [NQ only: or Joint Owner, as applicable] under this Contract will become the Joint Annuitant under the supplementary contract. If this Contract is owned by a Non-Natural Owner, the Annuitant and Joint Annuitant, if applicable, remain the same under the supplementary life annuity contract.

If you had any remaining Death Benefit as described in Part X of this Rider on the benefit transaction date, your Death Benefit will continue under the supplementary life annuity contract. The amount of any such Death Benefit will be reduced by any payments we make. The Beneficiary under this Contract will be the Beneficiary under the supplementary life annuity contract subject to your right to change the beneficiary under the supplementary contract.

**VIII. Withdrawals under Automatic Payment Plans**

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the Guaranteed Annual Withdrawal amount you receive on each scheduled payment date.

You may elect one of the following Automatic Payment Plans to receive your Guaranteed Annual Withdrawal amount. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year provided your Annuity Account Value has not fallen to zero, as described in this Rider.

**Maximum Payment Plan:** The Maximum Payment Plan withdraws the full Guaranteed Annual Withdrawal amount each Contract Year. Payments are based on the frequency you elect under

this plan. Each scheduled payment is equal to your Guaranteed Annual Withdrawal amount divided by the number of scheduled payments per year. Any payments that are to be made after the Annuity Account Value falls to zero, as described in this Rider, will continue on the same frequency.

**Customized Payment Plan:** The Customized Payment Plan withdraws a fixed amount that is not more than the Guaranteed Annual Withdrawal amount. Payments are based on the amount and frequency of the payment you elect under this plan. If payments are to be made after your Annuity Account Value falls to zero while you are taking payments under the [Customized Payment Plan], then the remaining balance for the Guaranteed Annual Withdrawal amount for the Contract Year in which your Annuity Account Value fell to zero will be paid in a lump sum and payments equal to the Guaranteed Annual Withdrawal amount will continue to be made thereafter in the same frequency as on the benefit transaction date.

***[Applicable only to the Traditional IRA, TSA and QP markets]***  
***[Lifetime Required Minimum Distributions:***

When the lifetime Required Minimum Distribution (“RMD”) Rules described in any endorsement hereto apply to your Contract/Certificate, and you elect our Automatic RMD Withdrawal Service, any lifetime required minimum distribution payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our Automatic RMD Withdrawal Service, we will make a payment in addition to the Guaranteed Annual Withdrawal amount if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract/Certificate. The combined Automatic Payment Plan payments and lifetime required minimum distribution payment will not be treated as Excess Withdrawals. However, if you take any lump sum withdrawals in addition to your lifetime required minimum distribution while using our Automatic RMD Withdrawal Service and Automatic Payment Plan payments, the additional lump sum may cause an Excess Withdrawal and may be subject to a Withdrawal Charge, as described in this Rider. Further, your Benefit Base and Guaranteed Annual Withdrawal amount may be reduced.

If you elect our Automatic RMD Withdrawal Service and do not elect one of our Automatic Payment Plans, that is, you elect to take your Guaranteed Annual Withdrawal amount in lump sum withdrawals, we will make a payment if necessary to meet the lifetime required minimum distribution amount for the calendar year for this Contract/Certificate. Any lifetime required minimum distribution amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal; however, any other lump sum withdrawals in the same Contract Year may be treated as Excess Withdrawals.]

**IX. Certain Changes Under Joint Life Benefit Contracts**

***1. Change of Successor Owner [NQ only: Joint Owner], or Joint Annuitant***

Before a Withdrawal has been made and after the GWBL Conversion Effective Date, (i) you may change any Successor Owner [NQ only: or Joint Owner, as applicable,] named under this Contract to your current spouse, or (ii) the Joint Annuitant named under this Contract may be changed to the Annuitant’s current spouse. Any such change must be made in writing in a form we accept. The change will take effect as of the date you sign it, but, we will not be liable as to any payments we make or actions we take before we receive such change.

If your GWBL Conversion Effective Date is a Contract Date Anniversary prior to your [85<sup>th</sup>] birthday, once a Withdrawal has been made under this Contract after the GWBL Conversion Effective Date, the Successor Owner [NQ only: Joint Owner] or Joint Annuitant cannot be changed.

If your GWBL Conversion Effective Date is the Contract Date Anniversary following your [85<sup>th</sup>] birthday, once a Withdrawal has been made under this Contract after the [30] days following the GWBL Conversion Effective Date, the Successor Owner [NQ only: Joint Owner] or Joint Annuitant cannot be changed.

## *2. Conversion to a Single Life Benefit Contract*

- (i) Before any Withdrawal has been made and after the GWBL Conversion Effective Date, you may terminate the Successor Owner [NQ only: or Joint Owner] provision of this Contract, as applicable, by written notice satisfactory to us. Under a Contract with a Non-Natural Owner, the Joint Annuitant provisions of this Contract may be terminated by written notice satisfactory to us. Effective on the Transaction Date we receive the notice, the Guaranteed Withdrawal Benefit for Life guarantee will apply solely with respect to your life, or if you are a Non-Natural Owner, to the Annuitant's life, and we will adjust the Applicable Percentage shown in Part VII G of this GWBL Rider prospectively to the single life Applicable Percentage for Contracts of the same class as yours. The Applicable Percentage described in Part VII G of this GWBL Rider will be based on your age, or, if you are a Non-Natural Owner, the Annuitant's age. Once the Successor Owner, [NQ only: Joint Owner] or Joint Annuitant provisions have been terminated, a new Successor Owner, [NQ only: Joint Owner] or Joint Annuitant may not be named.
- (ii) If your GWBL Conversion Effective Date is a Contract Date Anniversary prior to your [85<sup>th</sup>] birthday, if a Withdrawal has been made after the GWBL Conversion Effective Date, you may terminate the Successor Owner [NQ only: or Joint Owner] provision, as applicable, or if you are a Non-Natural Owner, the Joint Annuitant provision of this Contract. If your GWBL Conversion Effective Date is the Contract Date Anniversary following your [85<sup>th</sup>] birthday, if a Withdrawal has been made after the [30] days following the GWBL Conversion Effective Date, you may terminate the Successor Owner [NQ only: or Joint Owner] provision, as applicable, or if you are a Non-Natural Owner, the Joint Annuitant provision of this Contract. Effective on the Transaction Date we receive the notice, the Guaranteed Withdrawal Benefit for Life guarantee will apply solely with respect to your life, or, if the Contract is owned by a Non-Natural Owner, the Annuitant's life; however, we will not adjust the Applicable Percentage shown in Part VII G of this GWBL Rider to the Single Life Applicable Percentage. Your Applicable Percentage will be based solely on your age once such termination has taken place, or if you are a Non-Natural Owner, the Annuitant's age using the Joint Life Applicable Percentage. Once the Successor Owner, [NQ only: Joint Owner] or Joint Annuitant provisions have been terminated, a new Successor Owner, [NQ only: Joint Owner] or Joint Annuitant may not be named.

## *3. Contracts Split By Court Order*

If required under an applicable court order relating to a divorce, we will split the Contract as near as is practicable in accordance with the Order and we will replace the Contract with two Single-Life Benefit Contracts.

- (i) If the split of the Contract occurs before any Withdrawal has been made and after the GWBL Conversion Effective Date, the Applicable Percentage under each respective new Contract will be adjusted prospectively to the single life Applicable Percentage for Guaranteed Annual Withdrawals and will be based on each respective individual's age at first withdrawal and any subsequent Annual Ratchet.
- (ii) If your GWBL Conversion Effective Date is a Contract Date Anniversary prior to your [85<sup>th</sup>] birthday, and if the split of the Contract occurs after any Withdrawal has been made under your original Contract after the GWBL Conversion Effective Date, the Joint Life Applicable Percentage will remain effective for each Contract resulting from the original Contract split. If your GWBL Conversion Effective Date is the Contract Date

Anniversary following your [85<sup>th</sup>] birthday, and if the split of the Contract occurs after any Withdrawal has been made under your original Contract after the [30] days following the GWBL Conversion Effective Date, the Joint Life Applicable Percentage will remain effective for each Contract resulting from the original Contract split. The Joint Life Applicable Percentage that was in effect at the time of the split may increase at the time an Annual Ratchet occurs based on each respective individual's age under their respective new Contract.

## **X. Effect of Death**

### **1. Beneficiary**

You give us the name of the beneficiary who is to receive any death benefit payable upon the "Last Applicable Death" under this Contract ("Beneficiary").

"Last Applicable Death" means:

For a Single Life Benefit Contract where the Owner is an individual, the Last Applicable Death is the death of the Owner. [NQ only: For a Single Life Benefit Contract with Joint Owners, the Last Applicable Death is the death of the older Joint Owner.] For a Non-Natural Owner Single Life Benefit Contract, the Last Applicable Death is the death of the Annuitant. For a Non-Natural Owner Single Life Benefit Contract with Joint Annuitants, the Last Applicable Death is the death of the older Joint Annuitant.

Notwithstanding anything to the contrary in any optional Guaranteed Minimum Death Benefit Rider you may have been issued, on or after the GWBL Conversion Effective Date, for a Joint Life Benefit Contract where the Owner is an individual, the Last Applicable Death is the death of the second to die of the Owner and the [NQ only: Joint Owner or] Successor Owner [NQ only: as applicable], provided that the Owner and [NQ only: Joint Owner or] Successor Owner [NQ only: as applicable], were married at the time of the first death. For a Non-Natural Owner Joint Life Benefit Contract, the Last Applicable Death is the death of the second to die of the Annuitant and Joint Annuitant, provided that the Annuitant and Joint Annuitant were married at the time of the first death.

For a Joint Life Benefit Contract where the Owner and [NQ only: Joint Owner or] Successor Owner [NQ only: as applicable], or Annuitant and Joint Annuitant, as applicable, are no longer married at the time of the first death, the Payment Upon Death Rules described below apply.

### **2. Payment Upon Death**

Upon the Last Applicable Death before the Annuity Account Value falls to zero and before an Annuity Benefit is elected under Section 7.01, we will pay a death benefit to the Beneficiary and subject to the conditions set forth in the tables below and any applicable endorsement.

Upon the Last Applicable Death while withdrawals are being made under a supplementary contract as described in the Part VII J of this Rider and while there is a remaining death benefit, we will pay a death benefit to the Beneficiary in a single sum.

The Death Benefit amount is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner, adjusted for any subsequent withdrawals. The greater amount is payable as the Death Benefit. Your Guaranteed Minimum Death Benefit as of the Contract Date continues to be applicable as of the GWBL Conversion Effective Date. [For Owners who elected the "Greater of" Guaranteed Minimum Death Benefit: On or after the GWBL Conversion Effective Date, your GMDB will be adjusted for withdrawals on a pro-rata basis as described in your GMDB Rider.]

*[The following text will appear for NQ Contracts only ]*

*[Effect Of Divorce On Required Payments At Death*

- I. If in accordance with the Section VII C of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Contract becomes a Joint Life Benefit Contract with joint ownership rights in the Successor Owner, the Owner and Successor Owner, or Joint Owner, as applicable, subsequently divorce, and the Contract is not split, then the following applies on the death of the first to die of the Owner or the Successor Owner or Joint Owner, as applicable, before a supplementary contract has been issued. (The following also applies to at the first death of a Single Life Benefit Contract with Joint Owners Contract who are not spouses.)
  - A. Payments will be made to the surviving Owner or Successor Owner or Joint Owner, as applicable, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Owner or Successor Owner or Joint Owner, as applicable, also dies before the entire interest in the Contract is fully distributed.
  - B. As described in the Endorsement Applicable to Non-Qualified Contracts, the entire interest in the Contract must be distributed within five years after the first death, unless the surviving Owner or Successor Owner (or Joint Owner, as applicable) elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the first death. The surviving Owner or Successor Owner (or Joint Owner, as applicable) may elect the NQ Beneficiary Continuation Option described in your Contract.
  - C. If the surviving Owner or Successor Owner (or Joint Owner, as applicable) elects to take the entire interest in the Contract within five years after the first death, then he/she has the option to terminate this Rider on or after the GWBL Conversion Effective Date and the related charge on written request to us.

On the death of either the Owner or the Successor Owner (or Joint Owner, as applicable) after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract to the surviving Annuitant or Joint Annuitant, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Annuitant or Joint Annuitant also dies before the entire interest in the Contract is fully distributed.

- II. If in accordance with the Section VII C of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Contract becomes a Joint Life Benefit Contract without joint ownership rights in the Successor Owner, the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. If the Successor Owner is the first to die, there is no effect on the payments.
  - A. Payments will be made to the surviving Successor Owner, not the Beneficiary.
  - B. As described in the Endorsement Applicable to Non-Qualified Contracts, the entire interest in the Contract must be distributed within five years after the Owner's death, unless the surviving Successor Owner elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the Owner's death. The surviving Successor Owner may elect the NQ Beneficiary Continuation Option described in your Contract.

- C. If the surviving Successor Owner elects to take the entire interest in the Contract within five years after the Owner's death, then he/she has the option to terminate this Rider and the related charge on written request to us.

On the death of the Owner after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.]

***[The following text will appear for IRA, SIMPLE and SEP Contracts only.]***

***[Effect of Divorce on Required Payments at Death:***

If in accordance with the Section VII C of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. On your death after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.

- A. Payments will be made to the surviving Successor Owner, not the Beneficiary, in accordance with "Minimum Distribution Rules – Required Payments After Death." described in your Contract.
- B. The surviving Successor Owner may elect the Beneficiary Continuation Option described in your Contract.
- C. If the surviving Successor Owner elects to take distribution of the entire interest in the Contract by the end of the calendar year containing the fifth anniversary of your death, then he/she has the option after the GWBL Conversion Effective Date to terminate this Rider written request to us.

If the former spouse named as the Successor Owner is the first to die, there is no effect on the payments.]

**[3. Effect of Death on your Guaranteed Minimum Death Benefit ("GMDB") Rider**

Under a Joint Life Benefit Contract upon the older spouse's death prior to the Contract Maturity Date, the following provisions apply if an optional Guaranteed Minimum Death Benefit Rider is issued with this Contract. For purposes of this section reference to "original Owner" means the older spouse:

1. If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, the GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].
2. If the surviving spouse is age [76] or older on the date of the Owner's death, the optional GMDB elected by the original Owner will continue, however, we will not reinstate any rollup or ratchet feature.
3. If the optional GMDB continues, the GMDB roll up benefit base reset, if applicable, will no longer be in effect. ]

When a Death Benefit becomes payable under certain circumstances described in your [Market Segment] Endorsement, an election may be made to instead continue the Contract under Spousal Continuation or our Beneficiary Continuation Option (“BCO”). The availability of Spousal Continuation and BCO is described in the following charts, subject to all terms and conditions of the applicable Endorsement. These charts also describe the succession of [Joint Owner and ] Successor Owner under Joint Life Benefit Contracts owned by an individual and Joint Annuitant under Joint Life Benefit Contracts owned by a Non-Natural Owner.

**If death occurs before the Annuity Account Value falls to zero and before an Annuity Benefit is elected:**

<b>Effect of Death on a Single Life Contract:</b>			
<b><i>If the deceased is the</i></b>	<b><i>And</i></b>	<b><i>And</i></b>	<b><i>Then</i></b>
1. Owner	Is also the Annuitant or Joint Annuitant, if applicable	The Beneficiary is the surviving spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
2. Owner	Is also the Annuitant or Joint Annuitant, if applicable	The Beneficiary is <i>not</i> the surviving spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.
3. Owner	Annuitant or Joint Annuitant, if applicable, is living	Beneficiary is spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
4. Owner	Annuitant or Joint Annuitant, if applicable, is living	Beneficiary is non-spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.
5. Annuitant (under a single Annuitant Contract)	The Owner is living		The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Owner.
6. First to die of the Annuitant and Joint Annuitant	The Owner is living		The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. Death Benefit is not payable until the death of the Owner.
7. Second to die of the Annuitant and Joint Annuitant	The Owner is living		The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Owner.
8. Annuitant	Owner is Non-Natural	Beneficiary is the spouse of the annuitant	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO and continue the Contract without the Guaranteed Withdrawal Benefit for Life.
9. Annuitant	Owner is Non-Natural	Beneficiary is <i>not</i> the spouse of the annuitant	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.
10. [Older Joint Owner]	[The younger Owner is living]		Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life. If the Joint Owners are not spouses, only BCO without the GWBL may be elected or in accordance with the Part X.2. of this Rider and the Endorsement Applicable to Non-

			Qualified Contracts, amounts must be distributed from the Contract as provided under the “One Year and Five Year Rule.”
11. [Younger Joint Owner]	Older Owner is living	Owners are spouses.	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Owner. Death Benefit is not payable until the death of the older Owner.
12. [Younger Joint Owner]	Older Owner is living.	Owners are not spouses.	In accordance with the Endorsement Applicable to Non-Qualified Contracts, amounts must be distributed from the Contract as provided under the “One Year and Five Year Rule.”
13. Older Joint Annuitant	The younger Annuitant is living	Owner is Non-Natural	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
14. Younger Joint Annuitant	Older Annuitant is living	Owner is Non-Natural	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. Death Benefit is not payable until the death of the older Annuitant.

*[NQ only]* [For purposes of the following table, the term “Joint Owner” may be substituted with the term “Successor Owner” as the Effect of Death on these parties to the Contract is the same. ]

Effect of Death on a Joint Life Contract:			
<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
1. Owner	Is also the Annuitant	The Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> <li>▪ If a withdrawal has already been taken, after the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner’s age) and with withdrawals over the Successor Owner’s life only.</li> <li>▪ If no withdrawals have been taken, after the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage prospectively.</li> </ul>
2. Owner	The Annuitant is living	The Successor Owner is also living	<p>The Successor Owner becomes the sole Owner. The Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> <li>▪ If a withdrawal has already been taken, after the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner’s age) and with withdrawals over the Successor Owner’s life only.</li> <li>▪ If no withdrawals have been taken, after the GWBL Conversion Effective Date, the</li> </ul>

<b>Effect of Death on a Joint Life Contract:</b>			
<i><b>If the deceased is the</b></i>	<i><b>And</b></i>	<i><b>And</b></i>	<i><b>Then</b></i>
			Applicable Percentage will be adjusted to a Single Life Applicable Percentage prospectively.
3. Owner	The Successor Owner is also dead	The Annuitant is living	The Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the Beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life. If the Beneficiary is the spouse of the second to die, then Spousal Continuation may be elected.
4. Successor Owner	The Owner is living	The Annuitant is living	<ul style="list-style-type: none"> <li>▪ The Guaranteed Withdrawal Benefit for Life continues.</li> <li>▪ If a withdrawal has already been taken, after the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage based on the Owner's age, and with withdrawals over the Owner's life only.</li> <li>▪ If no withdrawals have been taken, after the GWBL Conversion Effective Date: <ul style="list-style-type: none"> <li>➤ The owner may name a new spouse as Successor Owner; Applicable Percentage will be based on the age of the younger spouse as of the GWBL Conversion Effective Date.</li> <li>➤ The Owner may also choose to continue the Contract as a Single Life. The Applicable Percentage will be adjusted to a Single Life Percentage prospectively.</li> </ul> </li> </ul>
5. Annuitant (under a single Annuitant Contract)	Owner is living	Successor Owner is also living	The Guaranteed Withdrawal Benefit for Life continues. The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
6. First to die of Annuitant and Joint Annuitant	Owner is living	Successor Owner is also living	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
7. Second to die of Annuitant and Joint Annuitant	Owner is living	Successor Owner is also living	The Guaranteed Withdrawal Benefit for Life continues. The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
8. Annuitant (under a single Annuitant Contract)	Owner also dies	Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> <li>▪ If a withdrawal has already been taken, after the GWBL Conversion Effective Date, the Contract continues with the Joint Life</li> </ul>

<b>Effect of Death on a Joint Life Contract:</b>			
<i><b>If the deceased is the</b></i>	<i><b>And</b></i>	<i><b>And</b></i>	<i><b>Then</b></i>
			<p>Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only.</p> <ul style="list-style-type: none"> <li>▪ If no withdrawals have been taken, after the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a single life Applicable Percentage, prospectively.</li> </ul>
9. First to die of Annuitant and Joint Annuitant	Owner also dies	Successor Owner is living	<p>The Successor Owner becomes the sole Owner. The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> <li>▪ If a Withdrawal has already been taken, after the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only.</li> <li>▪ If no Withdrawals have been taken, after the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.</li> </ul>
10. Second to die of Annuitant and Joint Annuitant	Owner also dies	Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> <li>▪ If a withdrawal has already been taken, after the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only.</li> <li>• If no Withdrawals have been taken, after the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.</li> </ul>

11. Annuitant	Owner is Non-Natural	Joint Annuitant is living	<p>The Guaranteed Withdrawal Benefit for Life continues. The Joint Annuitant becomes the sole Annuitant and Contract continues. The Death Benefit is not paid until the death of the second Annuitant.</p> <ul style="list-style-type: none"> <li>▪ If a withdrawal has already been taken, after the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the remaining Joint Annuitant's life only.</li> <li>• If no withdrawals have been taken, after the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.</li> </ul>
12. Both Joint Annuitants	Owner is Non-Natural		<p>The Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the Beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.</p>

If death occurs while the Guaranteed Withdrawal Benefit for Life is being paid after the Annuity Account Value falls to zero (see Section VII K of this Rider):

<b>Effect of Death on a Single Life Supplementary life annuity contract:</b>		
<b><i>If the deceased is the</i></b>	<b><i>And</i></b>	<b><i>Then</i></b>
1. Owner/Annuitant		Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
2. Annuitant	Owner is Non-Natural	Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

<b>Effect of Death on a Joint Life Supplementary life annuity contract:</b>		
<b><i>If the deceased is the</i></b>	<b><i>And</i></b>	<b><i>Then</i></b>
1. Owner/Annuitant	The Joint Annuitant is living	<ul style="list-style-type: none"> <li>▪ The Joint Annuitant becomes the sole Owner. Payments continue to the Joint Annuitant until his/her death.</li> <li>▪ If the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.</li> </ul>
2. Joint Annuitant	The Owner/Annuitant is living	<ul style="list-style-type: none"> <li>▪ Contract continues with payments made to the Owner/Annuitant.</li> <li>▪ If the Owner/Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.</li> </ul>
3. Owner/Annuitant	The Joint Annuitant also dies	<ul style="list-style-type: none"> <li>▪ Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.</li> </ul>

<b>Effect of Death on a Joint Life Supplementary life annuity contract:</b>		
<b><i>If the deceased is the</i></b>	<b><i>And</i></b>	<b><i>Then</i></b>
4. Annuitant	Owner is Non-Natural and the Joint Annuitant is living	<ul style="list-style-type: none"> <li>▪ The Joint Annuitant becomes the sole Annuitant and payments continue to the Non-Natural Owner until the surviving Joint Annuitant's death.</li> <li>▪ If the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends</li> </ul>
5. Both Joint Annuitants	Owner is Non-Natural	<ul style="list-style-type: none"> <li>▪ Any remaining Death Benefit will be paid to the beneficiary in a single sum and the Contract ends.</li> </ul>
6. Owner/Annuitant (under a Contract split after divorce) aafter	The Joint Annuitant is living	<ul style="list-style-type: none"> <li>▪ The Beneficiary becomes the Owner of the Contract for purposes of receiving payments. Payments the deceased had been receiving will now be made to the Beneficiary until the death of the Joint Annuitant.</li> <li>▪ When the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.</li> </ul>
7. Joint Annuitant (under a Contract split after divorce)	Owner/Annuitant is living	<ul style="list-style-type: none"> <li>▪ Contract continues with payments made to the Owner/Annuitant.</li> <li>▪ When the Owner/Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.</li> </ul>

If you have elected an Annuity Benefit under Part VII of the Contract and the Annuitant under that Benefit dies, the terms and conditions of the applicable Benefit apply.

## **XI. GWBL Maturity Date**

The following provision is added to the Maturity Date Section of your Data Pages and becomes effective on or after the GWBL Conversion Effective Date unless GWBL is otherwise terminated prior to the Maturity Date.

Your Contract has a Maturity Date. Your Maturity Date as shown in the Data Pages does not change. The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95<sup>th</sup>] birthday. By the Maturity Date you must elect (i) an Annuity Benefit in any form we are then offering as described in Part VII of the Contract, or (ii) a lump sum distribution of the Annuity Account Value. If you elect a life only form of Annuity Benefit with no period certain under Part VII of the Contract, we will provide annual periodic payments that are not less than the Guaranteed Annual Withdrawal Amount while you (and any Joint Owner if applicable) are living. If you fail to elect an option within [30] days following your Maturity Date, we will issue to you an Annuity Benefit under which payments will not be less than the amount described in the previous sentence.

## **XII. The Cost of this Rider**

### ***[If the [5%] Guaranteed Minimum Income Benefit (GMIB) Rider is elected]***

*[Guaranteed Minimum Income Benefit:* The current charge for this benefit is [0.60%] of the GMIB Benefit Base and [0.60%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge upon reset for this benefit is [0.90%] of the Rider's Benefit Base. On and after the GWBL Conversion Effective Date the charge for this Rider may increase upon an Annual Ratchet as described in Part VII H of this Rider, but will never exceed the maximum shown here.]

We will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which this benefit is terminated pursuant to Part XIII of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

## **Part XIII. Termination Of This Rider**

This Rider may be terminated on either an automatic or voluntary basis as described in the following paragraphs.

### ***A. Automatic Termination of this Rider:***

Prior to the GWBL Conversion Effective Date, this Rider will terminate automatically if: (i) the Contract terminates because the Annuity Account Value has fallen to zero and the No Lapse Guarantee described in this rider is not applicable, or (ii) you elect to terminate this Rider and do not elect GWBL Conversion.

[If you do not elect a GMIB Exercise Option on the Last GMIB Exercise Date, this Rider will automatically terminate.]

On or after the GWBL Conversion Effective Date, this Rider will terminate automatically if an Excess Withdrawal reduces your Annuity Account Value to zero.

Also, this Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to an annuity benefit including exercise of GMIB, or (iii) except as provided below, you change the Owner of the Contract, or (iv) termination is required by an endorsement to your Contract, or (v) the Contract terminates.

In accordance with clause (iii) in the immediately preceding paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner,

parent, child, adopted child, step child, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

**B. Voluntary Termination of this Rider:**

***[The following text applies to Accumulator, Accumulator Plus and Accumulator Elite]***

[If you elected this Rider at the time of Contract purchase, you may terminate this Rider voluntarily provided that all Withdrawal Charges have expired under your Contract.]

If you elect this Rider after the Contract Date, you may not voluntarily terminate it until the later of (i) expiration of all Withdrawal Charges under the Contract, (ii) completion of [four] Contract Years under the Contract or (iii) the Contract Date Anniversary following the Effective Date of this Rider. If on the Contract Date Anniversary following your [85<sup>th</sup>] birthday withdrawal charges remain on your Contract, you may terminate this Rider.

Upon a GWBL Conversion Date prior to age [85], you may voluntarily terminate this Rider on the later of (i) expiration of all Withdrawal Charges under the Contract, or (ii) the Contract Date Anniversary following the Effective Date of this Rider.]

***[The following text applies to Accumulator Select]***

[If you elected this Rider at the time of Contract purchase, you may terminate this Rider voluntarily provided that you have completed [four] Contract Years under the Contract.]

If you elect this Rider after the Contract Date, you may not voluntarily terminate it until the later of (i) completion of [four] Contract Years under the Contract, or (ii) the Contract Date Anniversary following the Effective Date of this Rider.]

On or after the GWBL Conversion Effective Date, on the Transaction Date we receive a written request to voluntarily terminate this Rider, the Investment Options available will be limited to the ["Option A"] Investment Options as described in the Endorsement Applicable to Investment Options. A written notice will be provided to you listing the Investment Options.

***Effect of Termination of this Rider on your Death Benefit***

***[If the Greater of [5%] Rollup to Age [85] GMDB or Annual Ratchet to Age [85] GMDB with Optional Reset of [5%] Roll Up to Age [85] GMDB is elected]*** [The Death Benefit is terminated automatically when this Rider is terminated prior to the Contract Date Anniversary following age [85]. This Rider must be terminated if the Death Benefit is terminated.]

Upon termination of this Rider, the Last Applicable Death under this Contract becomes the older of the Owner and Successor Owner [NQ: or Joint Owner, as applicable]. For Contracts with a Non Natural Owner, the Last Applicable Death becomes the older of the Annuitant and Joint Annuitant.

The Successor Owner [NQ: or Joint Owner, as applicable,] supersedes the Beneficiary for purposes of the Death Benefit provision under the Contract. Payment of the Death Benefit will be made to the surviving Owner or Successor Owner [NQ: or Joint Owner, as applicable,], not the Beneficiary. Payment of the Death Benefit will only be made to the Beneficiary if the surviving Owner or Successor Owner [NQ: or Joint Owner, as applicable,] also dies before the entire interest in the Contract is fully distributed. For Contracts with Non-Natural Owners, payment of the Death Benefit will be made to the surviving Annuitant or Joint Annuitant, not the Beneficiary. Payment of the Death Benefit will only be made to the Beneficiary if the surviving Annuitant or Joint Annuitant also dies before the entire interest in the Contract is fully distributed.

***[Applicable to TSA Contracts only]***

[After the GWBL Conversion Effective Date, your right to take a loan under the Contract will be reinstated on the Rider termination Transaction Date.]

Upon the termination of this Rider, the charge for the Benefit, as shown in Part XII of this Rider, ends.

**AXA EQUITABLE LIFE INSURANCE COMPANY**

**[Home Office Address: 1290 Avenue of the Americas, New York, New York 10104]**

[

A handwritten signature in black ink, appearing to read "Condon", written over a light gray rectangular background.

Christopher M. Condon  
Chairman and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written over a light gray rectangular background.

]

Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

**Attachment A**

**Guaranteed Minimum Income Benefit  
Table of Guaranteed Annuity  
Purchase Factors  
For Initial Level Annual Income  
[Single Life] – [Male]**

**Annual Rates Based on the Application of \$100**

**Purchase Factors**

<u>Election Age</u>	<u>Life Annuity with a Period Certain</u>	<u>Life Annuity</u>
[60	3.93%	3.97%
61	4.02	4.05
62	4.10	4.14
63	4.19	4.24
64	4.28	4.34
65	4.38	4.44
66	4.48	4.56
67	4.59	4.67
68	4.70	4.79
69	4.81	4.92
70	4.93	5.06
71	5.05	5.20
72	5.18	5.35
73	5.31	5.51
74	5.45	5.67
75	5.59	5.85
76	5.73	6.03
77	5.88	6.22
78	6.04	6.42
79	6.20	6.64
80	6.36	6.86
81	6.62	7.10
82	6.91	7.35
83	7.22	7.61
84	7.54	7.89
85	7.89	8.18

Other forms of annuities may be available.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.5% interest and mortality equal to 85% of the Annuity 2000 Mortality Table projected for (attained age minus 20, but not less than 30) years at 1.15% for males and 1.35% for females.]

## **AXA EQUITABLE LIFE INSURANCE COMPANY**

### **ENDORSEMENT APPLICABLE TO TSA CONTRACTS**

The term “Contract” as used in this Endorsement applies either to a Contract or Certificate. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is a “TSA Contract”, which is an annuity contract intended to be used as a funding vehicle under an eligible employer’s Section 403(b) plan.

This TSA Contract is established for the exclusive benefit of you and your beneficiaries. Also, your rights under this TSA Contract are not forfeitable.

This Endorsement is part of your Contract. The terms of the Contract apply to this Endorsement. However, the provisions of this Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

#### **PART I - DEFINITIONS**

*The following language is added at the end of the existing Section:*

##### **SECTION 1.01 ANNUITANT**

You must be both the Annuitant and the Owner. The Annuitant cannot be changed during your life.

*The following language is added at the end of the existing Section:*

##### **SECTION 1.02 ANNUITY ACCOUNT VALUE**

If a loan is outstanding, Annuity Account Value means the sum of the amounts in the Investment Options, plus any amount in the Loan Reserve Account.

*The following language replaces the existing language in the Section:*

##### **SECTION 1.05 CASH VALUE**

“Cash Value” means an amount equal to the Annuity Account Value less (i) any charges that apply as described in Part VIII and shown on the Data pages and (ii) the amount of the entire unpaid balance of any loan, including interest due but not paid.

*The following language replaces the existing language in the Section:*

## **SECTION 1.12 CONTRIBUTION**

“Contribution” means a payment made to us for you with respect to a TSA Contract purchased for you under the Plan.

## **SECTION 1.13 EMPLOYER**

*The following language replaces the existing language in the Section:*

“Employer” means the employer (or a predecessor or successor employer) named in the Data Pages, which is a person or organization which sponsors and maintains a 403(b) plan and which makes Contributions to purchase this TSA Contract. An Employer must be either of the following:

- (a) An organization described in Section 501(c)(3) of the Code which is exempt from Federal income tax under Section 501(a) of the Code; or
- (b) A State, a political subdivision of a State or an agency or instrumentality of any of the foregoing, with respect to employees who perform services for any educational organization, as described in Section 170(b)(1)(A)(ii) of the Code.

*The following new Section is added:*

## **SECTION 1.13A EMPLOYER’S DESIGNEE**

“Employer’s Designee” includes any person(s) authorized and designated by the Employer to act on behalf of the Employer in the specified functions under the Plan, as communicated to us in documentation acceptable to us.

*The following new Section is added:*

## **SECTION 1.13B 403(b) CONTRACT**

“403(b) Contract” means a nontransferable annuity contract as defined in Section 403(b)(1) of the Code, established for each plan participant by the employer sponsoring a 403(b) plan, or by each participant individually, which is issued by an insurance company qualified to issue annuity contracts in this State, and that includes payment in the form of an annuity, and which is intended to be purchased in connection with an employer’s plan under Section 403(b) of the Code.

*The following new Section is added:*

#### **SECTION 1.13C. 403(b) PLAN FUNDING VEHICLE**

“403(b) Plan Funding Vehicle” means any of the following: (i) a 403(b) Contract; (ii) a custodial account under Section 403(b)(7) of the Code; or (iii) any other investment permitted under the Code as a funding vehicle for a 403(b) plan.

*The following language replaces the existing language in the Section:*

#### **SECTION 1.18 OWNER**

“Owner” means the individual shown on the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. Non-natural owners are not permitted. The Owner of this Contract cannot be changed.

*The following language replaces the existing language in the Section:*

#### **SECTION 1.19 PLAN**

“Plan” means the plan sponsored, established, and maintained by an Employer, and intended to qualify under Section 403(b) of the Code for the purchase of annuity contracts under Section 403(b) of the Code for employees. The Plan is named in the Data Pages. “Plan” includes any predecessor or successor plan which so qualifies. Unless otherwise indicated or reported to us by the Employer, the Employer is the “Plan Administrator” within the meaning of Section 414(g) of the Code and applicable Treasury Regulations. An “ERISA Plan” is a Plan subject to Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”).

*The following new Section is added:*

#### **SECTION 1.22A REQUIRED MINIMUM DISTRIBUTION PAYMENTS**

“Required Minimum Distribution Payments ” means the payments from or with respect to this TSA Contract which are required by Sections 403(b) and 401(a)(9) of the Code and are discussed in the Section, “Required Minimum Distributions.”

### **PART III – CONTRIBUTIONS AND ALLOCATIONS**

*The following language is added at the end of the existing Section:*

### **SECTION 3.01 CONTRIBUTIONS, ALLOCATIONS**

If we determine that a charge for taxes applies to Contributions, as described in the Section, Charge for Taxes, we reserve the right to reduce Contributions by the amount of any such charge for taxes before Contributions are allocated among Investment Options.

*The following language is added at the end of the existing Section:*

### **SECTION 3.02 LIMITS ON CONTRIBUTIONS**

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in this Section and the Data Pages any limits on the type, source or amount of Contributions we will accept.

Unless otherwise indicated in the Data Pages, Contributions to purchase this TSA Contract may be made only for individuals who are active participants in the Employer's Plan at the time the Contribution is made and while the Employer is remitting contributions with respect to compensation to purchase other 403(b) Contracts we issue for some or all of the Employer's employees who are active participants in the Plan.

Unless otherwise indicated in the Data Pages, a TSA Contract may be purchased only with direct transfer Contributions. Subsequent Contributions may be made if indicated in the Data Pages and subject to our documentation rules. Subsequent Contributions must be either direct transfer Contributions or rollover Contributions; we do not accept Employer-remitted Contributions to this TSA Contract. Direct transfer or rollover Contributions may not be made to this TSA Contract unless permitted by the Plan, and the Employer or the Employer's Designee documents approval in a manner acceptable to us. A "direct transfer" contribution is the transfer of amounts to this Contract directly from another contract exchanged under the same Plan or a 403(b) plan-to-403(b) plan transfer. A "rollover contribution" from another eligible retirement plan is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 408(d)(3) and 457(e)(16).

Unless otherwise indicated in the Data Pages and subject to our prior agreement, we do not accept any after-tax Contributions, whether non-Roth after-tax contributions or elective deferral contributions which are designated Roth contributions under Section 402A of the Code. We do not separately account for rollover Contributions, nor do we track Contributions by source or type.

We are not responsible for determining whether any Contributions are permissible under the Plan. If we are notified by the Employer or the Employer's Designee with documentation acceptable to us, that a Contribution to this TSA Contract is not permissible under the Plan, we may return or disgorge such Contribution. If we

determine, or if we are notified by the Employer or the Employer's Designee with documentation acceptable to us, that any Contributions would cause this TSA Contract not to qualify under Section 403(b) of the Code, we reserve the right to (i) refuse to accept any such Contributions; or (ii) return or disgorge any such Contributions and any allocable net income; or (iii) separately account for such Contributions and any allocable net income in a nonqualified deferred annuity contract or other permissible contractual arrangement for the exclusive benefit of you and your beneficiaries. Any Contribution that is returned to you is subject to a Withdrawal Charge if one applies, and reduces any applicable optional benefit base provided in a Rider hereto, unless otherwise specified in this TSA Contract.

## **PART V - WITHDRAWALS AND TERMINATION**

*The following language is added at the end of the existing Section:*

### ***Restrictions on Payments***

No amount may be withdrawn, distributed or paid from this TSA Contract, including Annuity Benefits in Part VII, unless and until permitted under the Plan and the Code. We will not process withdrawals or other transactions unless we receive contemporaneous documentation acceptable to us from the Employer or the Employer's Designee that such transaction is permitted or required under the Plan or Code. In addition, if this TSA Contract is purchased pursuant to a Plan subject to ERISA, the Section on "Special Annuity and Spousal Consent Rules" also applies to a request for any withdrawal, distribution, payment or transfer from this TSA Contract.

No amount may be distributed from this TSA Contract prior to the earliest of: (i) the termination of the Plan under Treasury Regulation §1.403(b)-10(a) and the required distribution of all accumulated benefits under the Plan; (ii) your severance from employment with the Employer; (iii) your death; (iv) when a distribution must be made pursuant to a qualified domestic relations order in accordance with Treasury Regulation §1.403(b)-10(c); or (v) when any other distribution permitted under the Plan or Code may be made, with documentation acceptable to us.

### ***Outbound Direct Transfers***

If and as permitted both under the Plan and the recipient plan or 403(b) Funding Vehicle, you may request us to directly transfer any amounts from this TSA Contract for the purposes of a contract exchange under the same Plan, a plan-to-plan direct transfer, or a transfer to purchase permissive service credit. We will not process transfers until we receive the documentation we require, which may include information that is required to be exchanged under an information sharing agreement. Withdrawal Charges or transaction charges described in the Section, "Withdrawal Charges" will be imposed on

transfers. Transfers of Cash Value while you have an outstanding loan are limited as described in the Section, “Loans.”

*The following language is added at the beginning of the existing Section:*

## **SECTION 5.02 CERTIFICATE TERMINATION**

Termination of this TSA Contract is subject to the “Restrictions on Payments” in the Section, “Withdrawals,” and we will exercise the termination rights in this Section in accordance with those rules.

*The following new Section is added:*

## **SECTION 5.03 DIRECT ROLLOVER OPTIONS**

You may elect to have all or any portion of your Cash Value paid directly to another “eligible retirement plan” in a “direct rollover transaction” as these terms are defined in Sections 403(b), 402(c) and 401(a)(31) of the Code. A surviving spouse beneficiary described in the “Beneficiary” Section of this TSA Contract may also elect a direct rollover of the Death Benefit described in Part VI, “Payment Upon Death.”

In order to elect this option all of the following requirements must be met:

The recipient of the distribution must be an eligible retirement plan maintained for your benefit (or for the benefit of your surviving spouse).

The distribution must not include any after-tax contributions under this TSA Contract except as otherwise permitted under the Code.

(a) The direct rollover option is not available to the extent that a minimum distribution is required under Section 401(a)(9) of the Code. (See the Section, “Required Minimum Distribution Rules”, below). We reserve the right to determine the amount of the Required Minimum Distribution. If you elect an Annuity Benefit under Part VII of this TSA Contract which is either a life contingent annuity or pays substantially equal periodic payments for a period of ten years or more, the direct rollover option does not apply to those funds.

(b) The direct rollover option is not available for a hardship distribution within the meaning of Section 402(c)(4)(C) of the Code.

Unless prohibited by the Plan, non-spousal death beneficiaries may directly roll over death benefits to a new inherited individual retirement arrangement as provided in the Code.

If the Plan permits contract terminations due to a small account balances, if the balance is more than \$1,000 and you do not elect to either (i) receive the distribution yourself, or (ii)

specify an eligible retirement plan to receive the distribution in a direct rollover, then we will directly roll over the distribution to an individual retirement plan designated by the Employer or the Employer's Designee.

*The following new Section is added:*

## **SECTION 5.04 LOANS**

### *a. General*

Prior to the Maturity Date and while this TSA Contract is in force, if and as permitted by the Plan, you may request a loan subject to the terms of this Section. Your loan is subject to the terms of the Plan and the Code. Future restrictions in the Code may require changes in the terms and availability of loans.

We reserve the right not to permit a new loan if you have previously defaulted on a loan and have not fully repaid the outstanding amount due.

A loan is effective on the date we specify, according to our then current procedures, after we approve your Loan Request Form. Your Loan Request Form together with your loan confirmation notice will be your loan agreement and will contain all the terms of the loan which apply, including amount of the loan, interest rate and the repayment due dates.

Only one outstanding loan is permitted at a time under this TSA Contract.

### *b. Loan Amount*

The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum amount of a loan be less than [\$1000].

The loan amount requested cannot exceed the maximum loan amount permitted under the Plan and Section 72(p) of the Code. The maximum loan amount is limited to the maximum amount aggregated for all plan loans which you have outstanding under all qualified plans of your Employer and other 403(b) Plan Funding Vehicles under the Plan, as required by Section 72(p) of the Code.

The maximum loan amount permitted under the Code may not be more than the lesser of (A) or (B) below:

- (A) \$50,000, less the highest outstanding balance of loans under any other 403(b) Plan Funding Vehicles or any other qualified plan that you have with the Employer during the one-year period ending on the day before the Loan Effective Date, over the outstanding balance of loans under any 403(b) Plan Funding

Vehicles or any other qualified plan of your Employer on the Loan Effective Date.

- (B) The greater of (i) one half the present value of your nonforfeitable accrued benefit under all of the 403(b) Plan Funding Vehicles or other qualified plans of your Employer or (ii) \$10,000.

c. *Loan Term*

The loan term will be for a maximum of five years. If you state on the Loan Request Form that the purpose of the loan is to purchase your principal residence, your loan term will be for a maximum of ten years. Repayment of the loan may be accelerated and full repayment of any unpaid principal and interest will be required upon the earliest of: (i) the election and commencement of Annuity Benefits under Part VII; (ii) the date this Contract terminates due to a total withdrawal of the Cash Value under Part V; (iii) the Payment Transaction Date under Part VI, "Payment Upon Death"; or (iv) any date we determine that the Code requires acceleration of the loan repayment so that the Federal income tax status of your TSA Contract is not adversely affected.

d. *Loan Reserve Account*

*[The bracketed text will appear based on product design.]*

On the Loan Effective Date, we will transfer to a "Loan Reserve Account" an amount equal to [the sum of] [(1)] the loan amount, which will earn interest at the "Loan Reserve Account Rate" during the loan term [and (2) 10% of the loan amount, which will earn interest at the Guaranteed Interest Rate]. You may not make any partial withdrawals or transfers among Investment Options or to another 403(b) Arrangement or eligible retirement plan from the Loan Reserve Account until after repayment of the principal amount then due. You may specify on the Loan Request Form from which Investment Option(s) the Loan Reserve Account will be funded.

The "Loan Reserve Account Rate" will equal the loan interest rate (see the Subsection below) minus 2%, or such other percentage which is determined according to our then current procedures and which is not greater than permitted under any current applicable state or federal law.

You may not make any withdrawals from any part of the Cash Value; or transfer amounts among Investment Options; or make any transfers from this TSA Contract to another 403(b) plan or 403(b) Plan Funding Vehicle; or roll over amounts to another eligible retirement plan until after repayment of your loan then due, including interest due but not paid.

e. *Loan Interest Rate*

Under a 403(b) Plan not subject to ERISA, we will from time to time set the effective annual rate at which interest on a loan will accrue daily (the “loan interest rate”). Such rate will be not greater than any maximum rate required under any current applicable state or federal law.

Under a 403(b) Plan subject to ERISA, the applicable provisions of the Plan or the Employer or the Employer's Designee will determine the applicable interest rate at which interest on the loan will accrue daily, subject to any limitations imposed by law. The rate so determined will be a reasonable rate set in accordance with Department of Labor Regulations Section 2550.408b-1(e), and will be based on prevailing rates available at the date of determination on loans charged by persons in the business of lending money for loans which would be made under similar circumstances. Such rate will not be greater than any maximum rate required under any current applicable state or federal law.

f. *Repayments*

The loan must be repaid according to the repayment schedule, which will require that substantially level amortization payments of principal and interest be made no less frequently than quarterly, unless otherwise required or permitted by law. The loan may be repaid in full at any time, including interest due. We will apply payments first to interest due, with the balance applied towards repayment of the loan principal. After any repayment is made, including full repayment of the loan, the principal amount repaid will be transferred from the Loan Reserve Account to the [Guaranteed Interest Option] and may be withdrawn (if otherwise permitted), transferred to another Investment Option, or applied to an annuity as described in Part VII, “Annuity Benefits and Required Minimum Distributions”.

g. *Default:*

By each repayment due date (or a specified date thereafter according to our then current procedures) if the amount of the loan repayment is less than the amount due or the loan repayment is not received at our Processing Office, we will treat the loan as being in default. We will treat the entire unpaid balance of the loan at that time, including interest due but not paid, as a deemed distribution for Federal income tax purposes.

We reserve the right to change our procedures at any time.

If the amount in the Loan Reserve Account is not subject to the “Restrictions on Payments” described in the Section, “Withdrawals,” on your default we reserve the right to deduct from the Loan Reserve Account an amount equal to the interest and principal payments due, plus any Withdrawal Charges that apply and any required tax

withholding. We will also reduce any applicable optional benefit base provided in a Rider hereto.

If the amount in the Loan Reserve Account is subject to the “Restrictions on Payments” described in the Section, “Withdrawals,” on your default we will designate in the Loan Reserve Account an amount equal to the unpaid balance (interest and principal payments due) at the time of the default. When your TSA Contract is no longer subject to the “Restrictions on Payments” described in the Section, “Withdrawals,” we will have the right to foreclose on this amount, and deduct any Withdrawal Charges that would have applied at the time of the default, plus any interest due, and any required tax withholding. We will also reduce any applicable optional benefit base provided in a Rider hereto.

#### h. *Changes*

We have the right to change the loan terms, as long as any such change is made to maintain compliance with the terms of any law that apply to this Contract.

## **PART VI – PAYMENT UPON DEATH**

### **SECTION 6.01 BENEFICIARY**

*The following sentence is added after the first sentence of the first paragraph of the existing Section:*

If this TSA Contract is issued pursuant to a Plan subject to Title I of ERISA then the beneficiary designations are subject to the rules set forth in the Section, “Spousal Annuity and Consent Rules”.

*The following sentence is added at the end of the second paragraph of the existing Section:*

Unless you specifically elect in writing otherwise, we will treat each Beneficiary’s share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

*The following language is added at the end of the existing Section:*

### **SECTION 6.02 PAYMENT UPON DEATH**

Payment upon death is subject to the “Required Minimum Distribution Rules” of Sections 403(b) and 401(a)(9) of the Code. See the Section, “Required Minimum Distribution Rules”.

The amount of the Death Benefit is reduced by the amount of any outstanding loan, including interest accrued but not paid.

*[The bracketed text will appear based on product design.]*

*The following language is added at the end of the existing Section:*

**[SECTION 6.03 MANNER OF PAYMENT]**

[The Death Benefit described in this Part will not be paid at your death before a supplementary contract has been issued and the coverage under this TSA Contract will continue if the “Beneficiary Continuation Option” described below is in effect. Your death may terminate an optional benefit described in a Rider to your TSA Contract.]

*[The bracketed text will appear based on product design.]*

*The following new Section is added:*

**[SECTION 6.04 BENEFICIARY CONTINUATION OPTION]**

[Except as otherwise provided in this Section, this Section applies only if you die before the Maturity Date, and the Beneficiary(ies) named under the “Beneficiary” Section of this TSA Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary which is not an individual, and that non-individual Beneficiary’s portion of the Death Benefit described in Part VI, “Payment Upon Death” is payable to such non-individual Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a “see-through trust”. A “see-through trust” is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine.

A trust with only individual beneficiaries may continue this Contract after your death if:

1. the trust is the only Beneficiary under this TSA Contract;
2. all the beneficiaries of the trust are individuals;
3. the trust qualifies as a designated beneficiary for purposes of the Required Minimum Distribution rules of the Code; and
4. the trust provides us the documentation that we require within the time period we require.

If such a “see-through trust” described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named pursuant to the “Beneficiary” Section of this TSA Contract, and the “see-through trust” elects to continue the TSA Contract, the oldest trust beneficiary is the “Continuation Beneficiary” and the

individual whose life expectancy is used to measure payments required after your death as described in the Section, “Required Minimum Distribution Rules.”

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (and any other interest under this TSA Contract described in the Section, “Required Minimum Distribution Rules”) will be apportioned among your Beneficiaries as you designate pursuant to the Section, “Beneficiary”.

If the Beneficiary qualifies to continue this TSA Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your TSA Contract pursuant to this Section under the terms set forth in (a) through (h) below. Each such Beneficiary electing to continue his or her portion of the interest under the TSA Contract is a “Continuation Beneficiary”. For any Beneficiary who does not timely elect to continue his or her portion of the interest under the TSA Contract, we will pay that Beneficiary's share of the Death Benefit pursuant to Part VI, “Payment Upon Death” in a single sum.

The terms of the Beneficiary Continuation Option are as follows:

- a. This TSA Contract cannot be assigned and must continue in your name for the benefit of your Continuation Beneficiary.
- b. As of the date we receive satisfactory proof of your death and all written documentation necessary to make a claim under this TSA Contract, we will compare the Annuity Account Value and the minimum death benefit as of this date (the reset date, if applicable). If the Annuity Account Value is less than the minimum death benefit, we will reset the Annuity Account Value to equal such death benefit.

If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit, and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.

If there are multiple Beneficiaries, the reset date will be the date on which we receive the documentation as described in this Subparagraph (b). Any Beneficiary subsequently electing a Death Benefit will receive the applicable payment amount.

The Death Benefit provision ends after the Beneficiary Continuation Option is elected.

- c. The Continuation Beneficiary will automatically become the Annuitant with respect to that Continuation Beneficiary's portion of the Annuity Account

Value and any other interest under this TSA Contract.

- d. The Continuation Beneficiary may transfer amounts among the Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.
- e. The Continuation Beneficiary cannot make any additional Contributions to this TSA Contract.
- f. Distributions to the Continuation Beneficiary will be made in accordance with "Required Minimum Distribution Rules-Payments After Your Death" described in the Section, "Required Minimum Distribution Rules". If there is more than one Continuation Beneficiary, payments to each will be based on the individual life expectancy of each Continuation Beneficiary.
- g. A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time. Withdrawals made after we have received a Continuation Beneficiary's election to continue this TSA Contract are not subject to a Withdrawal Charge.
- h. Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of the Subsection B, "Required Minimum Distribution Rules-Payments After Your Death", in the Section, "Required Minimum Distribution Rules."]

**PART VII - ANNUITY BENEFITS is changed to "ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS".**

Annuity Benefits are also subject to the "Restrictions on Payments" described above in the Section, "Withdrawals".

*The following new Section is added:*

**SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES**

This TSA Contract is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code, including the Treasury Regulations which apply. To the extent that any payment, benefit, or distribution options available to you under this TSA Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distribution payments to be made during your lifetime. Subsection B below describes the Required Minimum Distribution payments to be made after your death, if you die before your entire interest in this TSA Contract is distributed to you.

The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this TSA Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this TSA Contract may be made from this TSA Contract or from another 403(b) Plan Funding Vehicle that you maintain, pursuant to Treasury Regulations. If you do not take Required Minimum Distribution payments from this TSA Contract, we will assume that you are taking them from another 403(b) Plan Funding Vehicle that you maintain.

#### **A. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS DURING YOUR LIFE**

Except as otherwise noted in this Subsection A, your entire interest in this TSA Contract will be distributed, or begin to be distributed, no later than your Required Beginning Date. For purposes of this Subsection A your Required Beginning Date is April 1 of the calendar year following the later of these two choices: (a) the calendar year you reach age 70 ½ or (b) the calendar year you retire from employment with the Employer.

If this TSA Contract was purchased with a direct transfer of funds from another 403(b) Plan Funding Vehicle and you informed us at the time of purchase of the amount of your December 31, 1986 account balance transferred to this TSA Contract, distribution of the amount of your December 31, 1986 account balance transferred to this TSA Contract must begin by age 75.

Your Required Minimum Distribution payment may be computed under any of the methods permitted under Section 401(a)(9) of the Code, including payments over your life, or the lives of you and your designated beneficiary, or a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated beneficiary. Payments must be made as required by the Required Minimum Distribution rules, including “incidental death benefit” rules described in the Treasury Regulations.

#### **Manner of Payment**

You may satisfy the Required Minimum Distribution rules by applying any portion of your entire interest under this TSA Contract to an Annuity Benefit described in Part VII which satisfies Treasury Regulation Section 1.401(a)(9)-6, or any successor Regulation. The distribution periods described in the preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor

Regulation. If such an Annuity Benefit is elected after your Required Beginning Date, the first payment interval must begin on or before the date amounts are applied to the Annuity Benefit and the payment required for one payment interval must be made no later than the end of such payment interval.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&A A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) lifetime distributions of your interest in this TSA Contract must be made as follows:

The lifetime Required Minimum Distribution amount to be distributed for each calendar year for which a distribution is required is the lesser of:

- (a) the quotient obtained by dividing your interest in this TSA Contract (determined in accordance with Treasury Regulations) by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your attained age as of your birthday in the calendar year for which the distribution is required; or
- (b) if your sole designated beneficiary for the calendar year for which the distribution is required is your spouse, the quotient obtained by dividing your interest in this TSA Contract (determined in accordance with Treasury Regulations) by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your respective attained ages as of your respective birthdays in the calendar year for which a distribution is required.

For purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under this TSA Contract on an irrevocable basis, your entire interest in this TSA Contract as of any valuation date includes the dollar amount credited under this TSA Contract plus the actuarial present value of any additional benefits that will be provided under this TSA Contract, such as survivor benefits in excess of the dollar amount credited.

## **B. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS AFTER YOUR DEATH**

- (a) *Death On or After Lifetime Required Minimum Distribution Payments Begin.* If you die on or after lifetime Required Minimum Distribution payments begin, the remaining portion of your interest will continue to be distributed at least as

rapidly as under the Annuity Benefit in Part VII or other option chosen under this TSA Contract.

- (b) *Death Before Lifetime Required Minimum Distribution Payments Begin.* If you die before lifetime Required Minimum Distribution payments begin, your entire interest will be distributed at least as rapidly as follows:
- (1) If your Beneficiary is an individual other than your surviving spouse as described in the immediately following paragraph, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in accordance with Subsection B, paragraph (b)(3) below.
  - (2) If your sole Beneficiary is your surviving spouse, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest in accordance with Subsection B paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in accordance with Subsection B paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Benefit in Part VII, or other option chosen under this TSA Contract.
  - (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under Subsection B paragraph (b)(2) above).
  - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. For

calendar years for which a distribution is required after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

- (c) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in this Subsection A or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, then required distributions are considered to commence on the annuity starting date.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) distributions of any remaining interest in this TSA Contract after your death must be made in accordance with the following sentences. The Required Minimum Distribution for each calendar year for which a distribution is required after the year of your death is the quotient obtained by dividing your interest in this TSA Contract (determined under Treasury Regulations) by the remaining life expectancy of the applicable Beneficiary, determined as provided above. The rules applicable to the determination of your entire interest under this TSA Contract in Subsection A also apply. That is, for purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under this TSA Contract, on an irrevocable basis, your entire interest under this TSA Contract as of any valuation date includes the dollar amount credited under this TSA Contract plus the actuarial present value of any additional benefits that will be provided under this TSA Contract, such as survivor benefits in excess of the dollar amount credited.

*The following new Section is added:*

## **SECTION 7.09 SPOUSAL ANNUITY AND CONSENT RULES**

This Section applies only if the Plan is subject to ERISA.

If you are married, payments will be made in the form of a qualified joint and survivor life annuity as defined in Section 417(b) of the Code. If you are not married, payments will be made in the "Normal Form" of Annuity Benefit (as described in Part VII of this TSA Contract), unless you elect otherwise as described in this Section. If you are married and die before payments have begun, payments will be made to your surviving

spouse in the form of a life annuity unless at the time of your death there was a contrary election made pursuant to this Section. However, your surviving spouse may elect, before payment is to commence, to have payment made in any form permitted under the terms of this TSA Contract and the Plan.

You may elect pursuant to the Plan and ERISA not to have payments made in the form of a qualified joint and survivor life annuity or life annuity as the case may be. In that case it will be paid in any other form elected under the terms of this TSA Contract and the Plan. If payments are to be made to your spouse upon your death, your spouse may elect in accordance with the Plan and ERISA for a beneficiary other than the spouse to receive payments.

If you will not attain age 35 by the end of the current Plan year, you may make a special election to name a beneficiary other than the spouse to receive payment of the value of your interest. Such election will be effective for the period beginning on the date of such election and ending on the first day of the Plan year in which you will attain age 35. The elections will cease to be effective as of the first day of the Plan year in which you attain age 35 unless a new election naming a beneficiary other than the spouse is made pursuant to the terms of this Section.

Any such election must be consented to by your spouse, if applicable, in writing before a notary or a representative of the Plan and must be limited to a benefit for a specific alternate beneficiary. However, no spousal consent will be required if you can prove to the satisfaction of the Employer and us, that you have no spouse or that you cannot locate the spouse. Also, if you have become legally separated from the spouse or have been abandoned (within the meaning of local law) and have a court order to such effect, spousal consent is not required unless a qualified domestic relations order provides otherwise. Each election to designate a beneficiary other than your spouse must be consented to by your spouse and any election made under this paragraph to waive the spouse's benefits may be revoked without the consent of the spouse at any time prior to the date as of which payments commence. Any consent to waive the spouse's benefits will be valid only with regard to the spouse who signs it. Any new waiver or change of beneficiary will require new spousal consent.

The provisions requiring spousal consent in this Section will also apply with regard to your election to take any withdrawal or loan under the terms of the Plan. A spouse's written consent, witnessed by a representative of the Plan or a notary, must be given on a form acceptable to the Employer and us, in accordance with the Plan and ERISA, prior to any such withdrawal, unless you can show that there is no spouse or that the spouse cannot be located.

If the Annuity Account Value applied to provide the spousal benefits on the date payment is to commence is in the aggregate less than \$5,000, you may choose to make payment in a single sum rather than in the form of a qualified joint and survivor life annuity or the "Normal Form" of Annuity as described in Part VII of this Contract. Upon any payment

made pursuant to this Section, we will be released from any and all liability for payment with respect to the Annuity Account Value.

## **PART VIII – CHARGES**

*The following language is added at the end of the existing Section:*

### **SECTION 8.01 WITHDRAWAL CHARGES**

We reserve the right to waive the Withdrawal Charges on Required Minimum Distribution payments.

*This Section will appear once the Company implements this Service*

*The following new Section is added:*

### **[SECTION 8.08 PLAN OPERATING EXPENSE**

If we are instructed by your Employer or your Employer's Designee to withdraw an amount from your Annuity Account Value for a "Plan operating expense", we will withdraw the specified amount on the last Business Day of each calendar quarter, or at any other time to which we agree, and remit the proceeds in accordance with instructions from your Employer or your Employer's Designee. Such instructions may be given by you in the absence of instructions from your Employer or your Employer's Designee, in which event we will remit the proceeds to the Plan's duly authorized administrator. We will have no responsibility for determining that any such fee or expense is necessary and proper under the terms of the Plan.]

## **PART IX - GENERAL PROVISIONS**

*The following language replaces the existing language in the Section:*

### **SECTION 9.02 STATUTORY COMPLIANCE**

We reserve the right to amend the terms of this TSA Contract without the consent of any other person in order to comply with applicable laws and regulations. Such right shall include, but not be limited to, the right to conform the terms of this TSA Contract to reflect changes in the Code, applicable Treasury Regulations or published rulings of the Internal Revenue Service so that this TSA Contract will continue to be an annuity contract under section 403(b) of the Code.

The benefits and values available under this TSA Contract will not be less than the minimum benefits required by any state law that applies.

### **SECTION 9.05 ASSIGNMENTS AND TRANSFERABILITY**

*The name of the Section is changed to “NONTRANSFERABILITY, ASSIGNMENTS, NONFORFEITABILITY”, and the following language replaces the existing language in the Section:*

**SECTION 9.05 NONTRANSFERABILITY, ASSIGNMENTS, NONFORFEITABILITY**

You may not transfer this TSA Contract. This TSA Contract is intended to be nontransferable within the meaning of Section 401(g) of the Code.

No portion of your interest in this TSA Contract or your rights under this TSA Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this TSA Contract, or discounted, encumbered or pledged as collateral for a loan or be security for the performance of an obligation.

No amount payable under the TSA Contract may be assigned, commuted, or encumbered by the payee. To the extent permitted by law, no such amount will in any way be subject to any legal process to subject the same to the payment of any claim against such payee. The foregoing will not apply to any assignment, transfer or attachment pursuant to a qualified domestic relations order as defined in section 414(p) of the Code.

Your entire interest under this TSA Contract is nonforfeitable.

*The following new Section is added:*

**SECTION 9.08 SEPARATE ACCOUNTING ON NOTIFICATION OF DISQUALIFICATION OF THE PLAN OR CONTRACT**

If we are informed in documentation acceptable to us that the Plan fails to qualify or no longer qualifies as a 403(b) plan, or that this TSA Contract fails to qualify or no longer qualifies in whole or in part as a 403(b) Plan Funding Vehicle, we will separately account for the amounts under this TSA Contract which are not qualified. We will have the right to terminate this TSA Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any applicable taxes payable by you which would not have been payable with respect to an annuity contract which meets the terms of Section 403(b) of the Code. We will also impose any applicable Withdrawal Charge and reduce any applicable optional benefit base provided in a Rider hereto.

However, we may also, at your request, transfer or roll over the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

*The following new Section is added:*

**SECTION 9.09 INTERACTION OF THE CONTRACT WITH THE PLAN**

The terms of the Plan do not expand the terms of this TSA Contract and do not impose any obligations or duties on us other than those set forth in this TSA Contract.

**AXA EQUITABLE LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "Condrón", with a long horizontal flourish extending to the right.

Christopher M. Condrón  
Chairman and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written in a cursive style.

Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

## **ENDORSEMENT APPLICABLE TO GWBL MATURITY DATE ANNUITY BENEFIT**

This Endorsement is part of your Guaranteed Minimum Income Benefit ("GMIB") Rider. The same definitions apply to the capitalized terms used herein as apply in your Contract and your GMIB Rider. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below.

The term "Contract" as used in this Endorsement applies to either a Contract or Certificate.

In this Endorsement, "we", "our", and "us" means AXA Equitable Life Insurance Company and "you" and "your" means the Owner.

The following replaces Part XI GWBL Maturity Date, in your GMIB Rider.

### **XI. GWBL Maturity Date**

The following provision is added to the Maturity Date Section of your Data Pages and becomes effective on or after the GWBL Conversion Effective Date unless GWBL is otherwise terminated prior to the Maturity Date.

Your Contract has a Maturity Date. Your Maturity Date as shown in the Data Pages does not change. The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95<sup>th</sup>] birthday. By the Maturity Date you must elect (i) an Annuity Benefit in any form we are then offering as described in Part VII of the Contract, or (ii) a lump sum distribution of the Annuity Account Value, or (iii) the GWBL Maturity Date Annuity Benefit described below. If you elect a life only form of Annuity Benefit with no period certain under Part VII of the Contract, we will provide annual periodic payments that are not less than the Guaranteed Annual Withdrawal Amount while you (and any Joint Owner if applicable) are living. If you fail to elect an option within [30] days following your Maturity Date, we will issue to you an Annuity Benefit under which payments will not be less than the amount described in the previous sentence.

Beginning as of the Maturity Date, and each year thereafter, as of the Contract Date Anniversary the GWBL Maturity Date Annuity Benefit compares the following two amounts and provides the higher of the two resulting amounts: (i) your Guaranteed Annual Withdrawal Amount and (ii) the amount you would receive if you had applied your Annuity Account Value on that date to a life annuity with no period certain, using the applicable guaranteed annuity rates in Part VII of your Contract, or the applicable current individual annuity rates as of that date, whichever rates would provide a larger benefit with respect to the payee.. The resulting periodic payments are provided while you (and any Joint Owner if applicable) are living. The GWBL Maturity Date Annuity Benefit payments reduce any GMDB remaining after the Maturity Date on a pro-rata

basis. Once GWBL Maturity Date Annuity Benefit payments begin, no withdrawals in addition to the calculated payments are permitted. However, the Contract may be surrendered at any time on or after the Maturity Date to receive any remaining Cash Value.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

[

A handwritten signature in black ink, appearing to read "Condrón", with a long horizontal flourish extending to the right.

Christopher M. Condrón  
Chairman and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin", with a long horizontal flourish extending to the right.

]

Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

**AXA EQUITABLE****AXA Equitable Life Insurance Company**

Enrollment Form/Application

**Accumulator®**  
**AXA Advisors, LLC****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

**Please make checks payable to: AXA Equitable****First-Class Mail:** AXA Equitable, Accumulator, P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, Accumulator, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call 800-338-3434****www.AXAonline.com****1. Contract Specifics****A. Type of Contract** (Please choose one.)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-Qualified (NQ)   | <input type="checkbox"/> Qualified Plan Defined Benefit (DB) <sup>1</sup>                           |
| <input type="checkbox"/> Traditional IRA   | <input type="checkbox"/> Inherited IRA BCO (Direct Transfer of Decedent IRA) <sup>2</sup>           |
| <input type="checkbox"/> Roth IRA  | <input type="checkbox"/> Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA) <sup>2</sup> |
| <input type="checkbox"/> ERISA Rollover TSA or <input type="checkbox"/> Non-ERISA Rollover TSA | <input type="checkbox"/> Non-spousal QP Direct Rollover to an Inherited IRA BCO <sup>2</sup>        |
| <input type="checkbox"/> Qualified Plan Defined Contribution (DC) <sup>1</sup>                 |   |

<sup>1</sup> EEB is not available.<sup>2</sup> GMI and Special DCA are not available.**B. Total Initial Contribution(s): \$** \_\_\_\_\_**Specify Method(s) of Payment:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Check or Wire                            | <input type="checkbox"/> Direct Transfer (IRA, Roth or Rollover TSA)              |
| <input type="checkbox"/> 1035 Exchange (from Single Owner Contract, NQ only) | <input type="checkbox"/> Rollover (IRA, Roth or Rollover TSA)                     |
| <input type="checkbox"/> 1035 Exchange (from Joint Owner Contract, NQ only)  | <input type="checkbox"/> Direct Rollover (Non-Spousal QP to Inherited IRA only)   |
| <input type="checkbox"/> CD or Mutual Fund Proceeds (NQ only)                | <input type="checkbox"/> Direct Transfer from another carrier (Rollover TSA only) |

**2. Account Registration (Please print)****A. Owner (Must be legal resident of US.)**

- ☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State \_\_\_\_\_ Child's SSN \_\_\_\_\_)
- ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner
- ☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_ **Daytime Phone #** \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address \_\_\_\_\_

**B. Joint Owner (Must be legal resident of US.)**

- The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email Address \_\_\_\_\_

**C. Annuitant (If other than Owner.)**

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**3. Patriot Act Information**

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) \_\_\_\_\_

3. Your Occupation \_\_\_\_\_ 4. Your Employer \_\_\_\_\_

**Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**Joint Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)****A. Primary**

1. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

2. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

3. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

**B. Contingent**

1. \_\_\_\_\_ %  
Contingent Beneficiary Name

2. \_\_\_\_\_ %  
Contingent Beneficiary Name

3. \_\_\_\_\_ %  
Contingent Beneficiary Name

**5. Special Instructions**

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 6. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 7 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

### A. Guaranteed Minimum Income Benefit (GMIB)



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section. You may ONLY pick GMIB I or GMIB II, not both.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages [20-75]

Choose One:

#### 1. GMIB I with Annual Reset

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB I and Standard GMDB

Choose One:

#### 2. GMIB II with Annual Reset

- If you elect GMIB II, you must elect Option A in Section 8.
- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB II and Standard GMDB

### Annual Reset Election — Optional

- ☐ **Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year \_\_\_\_\_ only. I understand that resets will only occur during this time period if I am eligible.

If you elected GMIB, skip to Section 6C for the opportunity to elect EEB, otherwise, proceed to Section 7.

### B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages [76-85], the Certificate/Contract will be issued with Standard GMDB.
- ☐ Standard — Owner issue ages [0-85]
- ☐ Annual Ratchet — Owner issue ages [0-75]

### C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB — Owner issue ages [0-75]

## 7. Dollar Cost Averaging (Optional)

**Dollar Cost Averaging (DCA) options** — You may choose either Special or General Dollar Cost Averaging.

- In Section 8 Option A, you must complete the DCA Allocation Column for amounts to be transferred (must total 100%).
- Your DCA option is elected below and if you have elected Option A and are not allocating 100% of your initial contribution to a DCA option, the balance of your initial contribution is allocated among the Investment Selections in Section 8 Option A.
- Your DCA contribution will be transferred to the Investment Selections in Section 8 Option A according to the instructions below.

**A. Special Dollar Cost Averaging (Special DCA)** — Check box for one time period and specify an allocation percentage or dollar amount.

- If electing Investment Selection Option B in Section 8, you must allocate your entire Contribution to a Special DCA as indicated in 7A below. Your Special DCA Contribution will be transferred according to your Contribution Allocation percentage.
- If allocating 100% of your initial contribution to Special DCA in 7A below, your requirement to complete the Contribution Allocation Column is fulfilled.
- If electing Investment Selection Option A in Section 8 and only allocating a portion of your initial contribution to Special DCA above, you must ALSO complete the initial Contribution Allocation Column for the remaining amount of your initial contribution (Column must total 100%).
- **Note:** Not available with Inherited IRA/Roth IRA.

- ☐ 3-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_
- ☐ 6-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_
- ☐ 12-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_

**B. General Dollar Cost Averaging (General DCA)** You may choose only one of the options listed below.

1. ☐ **Guaranteed Interest Option (GIO) — Interest Sweep Option**

- By selecting the box above (GIO – Interest Sweep Option), up to **25%** of your contribution may be allocated to the GIO and the interest will sweep monthly to the funds selected.
- For your initial contribution, you must complete Contribution Allocation (must total 100%) including an allocation to the GIO. The amount allocated to the GIO must be a minimum of **\$7,500** but may not exceed **25%** of your contribution.
- You must complete the DCA Allocation Column for the amounts to be transferred (must total 100%).
- If electing Option A you must complete the DCA Allocation Column for the amounts to be transferred (Column must total 100%).
- **The maximum allocation to the GIO is 25% of your contribution.**

2. **Fixed Period Option –**

- Check one of the boxes below for the Investment Selection from which funds will be transferred monthly and specify the transfer period in the blank.  
Choose one: ☐ **GIO** \_\_\_\_ (months) or ☐ **EQ/Money Market** \_\_\_\_ (months)
- If selecting the GIO box above, up to **25%** of your contribution may be allocated to the GIO, which will then DCA to the funds selected in the DCA Allocation Column.
- If selecting the EQ/Money Market box above, up to 100% of your contribution may be allocated to the EQ/Money Market Column which will then DCA to the funds selected in the DCA Allocation Column.
- For your initial contribution, you must complete the Contribution Allocation Column (must total 100%) including a minimum allocation of **\$5,000** to either the GIO or the EQ/Money Market. The amount allocated to GIO may not exceed **25%** of your contribution.
- **The maximum allocation to the GIO is 25% of your contribution.**

## 8. Investment Selection

**Contribution Allocation** — You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation column, which must total 100%. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

**DCA Allocation** — See instructions in Section 7.

**If GMIB II was elected, you MUST choose Option A.**

Contribution Allocation % (Required)	Option A:	DCA Allocation % (Optional)
<b>Fixed Account</b> — Percentages must be whole numbers		
_____ %	Guaranteed Interest Option (GIO)	_____ %
<i>The maximum allocation to GIO is 25% of your Contribution.</i>		
<b>Variable Investment Options</b> — Percentages must be whole numbers		
<b>Asset Allocation</b>		
_____ %	AXA Conservative Allocation	_____ %
_____ %	AXA Conservative-Plus Allocation	_____ %
_____ %	AXA Moderate Allocation	_____ %
_____ %	AXA Moderate-Plus Allocation	_____ %
_____ %	EQ/American Core Growth Allocation	_____ %
_____ %	EQ/American Core Allocation	_____ %
_____ %	EQ/American Balanced Allocation	_____ %
_____ %	EQ/Money Market	_____ %
_____ %	Index Allocation Fund	_____ %

### Option B:

Under Option B, amounts are automatically rebalanced on a quarterly basis, based on your Contract Year.

Contribution  
Allocation %  
(Required)

**Fixed Account** — Percentages must be whole numbers

\_\_\_\_\_ % Guaranteed Interest Option (GIO)  
*The maximum allocation to GIO is 25% of your Contribution.*  
**Category 1:**

**Fixed Income** — You must allocate at least 20% of your Contribution to this Investment Option Category

\_\_\_\_\_ % Bond Fund  
\_\_\_\_\_ % EQ/Intermediate Government Bond Index  
\_\_\_\_\_ % EQ/Long Term Bond  
\_\_\_\_\_ % EQ/Short Duration Bond  
\_\_\_\_\_ % EQ/Quality Bond PLUS  
\_\_\_\_\_ % Multimanager Core Bond  
\_\_\_\_\_ % U.S. Government/AAA-Rated Securities Bond Fund

### Category 2:

**Core Diversified Equity** — You may allocate up to 80% of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category.

\_\_\_\_\_ % AXA Aggressive Allocation  
\_\_\_\_\_ % EQ/AllianceBernstein Common Stock  
\_\_\_\_\_ % EQ/AllianceBernstein Large Gap Growth (RTY 1000)  
\_\_\_\_\_ % EQ/BlackRock Basic Value Equity  
\_\_\_\_\_ % EQ/Boston Advisors Equity Income  
\_\_\_\_\_ % EQ/Capital Guardian Research  
\_\_\_\_\_ % EQ/Equity 500 Index  
\_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy  
\_\_\_\_\_ % EQ/JPMorgan Value Opportunities  
\_\_\_\_\_ % EQ/Large Cap Core PLUS  
\_\_\_\_\_ % EQ/Large Cap Growth PLUS  
\_\_\_\_\_ % EQ/Large Cap Value

Contribution  
Allocation %  
(Required)

\_\_\_\_\_ % EQ/Lord Abnett Growth and Income  
\_\_\_\_\_ % EQ/Lord Abnett Large Cap Core  
\_\_\_\_\_ % EQ/Oppenheimer Main Street Opportunity  
\_\_\_\_\_ % EQ/T. Rowe Price Growth Stock  
\_\_\_\_\_ % EQ/UBS Growth and Income  
\_\_\_\_\_ % Multimanager Large Cap Core Equity  
\_\_\_\_\_ % Multimanager Large Cap Value

### Category 3:

**Small/Mid Cap** — You may allocate up to 30% of your Contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

\_\_\_\_\_ % Multimanager Mid Cap Growth  
\_\_\_\_\_ % Multimanager Mid Cap Value  
\_\_\_\_\_ % Multimanager Small Cap Value  
\_\_\_\_\_ % Multimanager Small Cap Growth  
\_\_\_\_\_ % EQ/AllianceBernstein Small Cap Growth  
\_\_\_\_\_ % EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)  
\_\_\_\_\_ % EQ/Small Company Index  
\_\_\_\_\_ % EQ/Oppenheimer Main Street Small Cap  
\_\_\_\_\_ % EQ/Mid Cap Value PLUS  
\_\_\_\_\_ % Global Discovery Fund  
\_\_\_\_\_ % Multimanager International Equity  
\_\_\_\_\_ % EQ/AllianceBernstein International  
\_\_\_\_\_ % EQ/International Core PLUS  
\_\_\_\_\_ % EQ/BlackRock International Value  
\_\_\_\_\_ % EQ/International Growth  
\_\_\_\_\_ % EQ/Oppenheimer Global  
\_\_\_\_\_ % Global Growth and Income Fund  
\_\_\_\_\_ % Global Growth Fund  
\_\_\_\_\_ % International Fund

### Category 4:

**Specialty** — You may allocate up to XX% of your Contribution to this Investment Option Category. You may not exceed 5% per fund within this Category.

\_\_\_\_\_ % Multimanager Aggressive Equity  
\_\_\_\_\_ % Multimanager Large Cap Growth  
\_\_\_\_\_ % Multimanager Technology  
\_\_\_\_\_ % EQ/Calvert Socially Responsible  
\_\_\_\_\_ % EQ/Marsico Focus  
\_\_\_\_\_ % EQ/Mergers and Acquisitions  
\_\_\_\_\_ % EQ/Van Kampen Comstock  
\_\_\_\_\_ % EQ/Templeton Growth  
\_\_\_\_\_ % EQ/Davis New York Venture  
\_\_\_\_\_ % EQ/Russell 1000 Value Index (Legg Mason Value Equity)  
\_\_\_\_\_ % EQ/Evergreen Omega  
\_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth  
\_\_\_\_\_ % EQ/GAMCO Small Company Value  
\_\_\_\_\_ % EQ/PIMCO Real Return

### OPTION B TOTALS — MUST EQUAL 100%

\_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % = 100 %  
Category 1    Category 2    Category 3    Category 4    TOTAL

## 9. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

## 10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

## 11. Fraud Warnings

**Arkansas/Louisiana/New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

## 12. Signature and Acknowledgements

### GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs, Qualified Plans and TSAs that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.

### OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 6. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 6.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 6 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- The annual reset when elected in conjunction with the GMIB may result in: a new 10-year waiting period to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset; the charge for the "greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset request I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further ratchets, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

### Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☒ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

**X**

Proposed Owner's Signature Signed at:

City, State

Date

**X**

Proposed Annuitant's Signature (if other than Owner) Signed at:

City, State

Date

**X**

Proposed Joint Owner's Signature (if other than Annuitant) Signed at:

City, State

Date

**X**

Proposed Joint Annuitant's Signature (if other than Owner) Signed at:

City, State

Date

### 13. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ..... ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ..... ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ..... ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty\* Member of the Armed Forces? ..... ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

\* "Active Duty" means full-time in the active military service of the United State and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

**X**

Primary Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	_____ % ( ) -	Phone Number

Client Account Number	Email Address	Agent Location
_____	_____	_____

**X**

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	_____ % ( ) -	Phone Number

**X**

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	_____ % ( ) -	Phone Number

**X**

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	_____ % ( ) -	Phone Number

**Financial Professional Use Only.** Contact your home office for program information. ☐ Option I ☐ Option II (Once selected, program cannot be changed.)

**AXA EQUITABLE****AXA Equitable Life Insurance Company**

Enrollment Form/Application

**Accumulator® Elite<sup>SM</sup>****AXA Advisors, LLC**

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable

First-Class Mail: AXA Equitable, Accumulator, P.O. Box 1577, Secaucus, NJ 07096-1577

Express Mail: AXA Equitable, Accumulator, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619

For assistance, please call **800-338-3434****www.AXAonline.com****1. Contract Specifics****A. Type of Contract** (Please choose one.)☐ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ ERISA Rollover TSA or ☐ Non-ERISA Rollover TSA☐ Qualified Plan Defined Contribution (DC)<sup>1</sup>☐ Qualified Plan Defined Benefit (DB)<sup>1</sup>☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)<sup>2</sup>☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)<sup>2</sup>☐ Non-spousal QP Direct Rollover to an Inherited IRA BCO<sup>2</sup><sup>1</sup> EEB is not available.<sup>2</sup> GMB and Special DCA are not available.**B. Total Initial Contribution(s): \$** \_\_\_\_\_**Specify Method(s) of Payment:**☐ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA, Roth or Rollover TSA)☐ Rollover (IRA, Roth or Rollover TSA)☐ Direct Rollover (Non-Spousal QP to Inherited IRA only)☐ Direct Transfer from another carrier (Rollover TSA only)**2. Account Registration (Please print)****A. Owner (Must be legal resident of US.)**☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State \_\_\_\_\_ Child's SSN \_\_\_\_\_)☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_ **Daytime Phone #** \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address \_\_\_\_\_

**B. Joint Owner (Must be legal resident of US.)**

• The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email Address \_\_\_\_\_

**C. Annuitant (If other than Owner.)**

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**3. Patriot Act Information**

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) \_\_\_\_\_

3. Your Occupation \_\_\_\_\_ 4. Your Employer \_\_\_\_\_

**Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**Joint Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)****A. Primary**

1. \_\_\_\_\_ %  
Primary Beneficiary Name  
Relationship to Owner \_\_\_\_\_
2. \_\_\_\_\_ %  
Primary Beneficiary Name  
Relationship to Owner \_\_\_\_\_
3. \_\_\_\_\_ %  
Primary Beneficiary Name  
Relationship to Owner \_\_\_\_\_

**B. Contingent**

1. \_\_\_\_\_ %  
Contingent Beneficiary Name
2. \_\_\_\_\_ %  
Contingent Beneficiary Name
3. \_\_\_\_\_ %  
Contingent Beneficiary Name

**5. Special Instructions**

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## 6. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 7 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

### A. Guaranteed Minimum Income Benefit (GMIB)

**STOP** Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section. You may ONLY pick GMIB I or GMIB II, not both.

- GMIB is declined unless "Yes" is checked below.

- Owner issue ages 20-75.

Choose One:

#### 1. GMIB I with Annual Reset

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Annual Ratchet to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB I and Standard GMDB

Choose One:

#### 2. GMIB II with Annual Reset

- If you elect GMIB II, you must elect Option A in Section 8.
- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Annual Ratchet to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB II and Standard GMDB

### Annual Reset Election — Optional

- ☐ **Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year \_\_\_\_\_ only. I understand that resets will only occur during this time period if I am eligible.

If you elected GMIB, skip to Section 6C for the opportunity to elect EEB, otherwise, proceed to Section 7.

### B. Guaranteed Minimum Death Benefit (GMDB)

**STOP** If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages 76-85, the Certificate/Contract will be issued with Standard GMDB.
- ☐ Standard — Owner issue ages 0-85
- ☐ Annual Ratchet — Owner issue ages 0-75

### C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB — Owner issue ages 0-75.

## 7. Dollar Cost Averaging (Optional)

**Dollar Cost Averaging (DCA) options** — You may choose either Special or General Dollar Cost Averaging.

- In Section 8 Option A, you must complete the DCA Allocation Column for amounts to be transferred (must total 100%).
- Your DCA option is elected below and if you have elected Option A and are not allocating 100% of your initial contribution to a DCA option, the balance of your initial contribution is allocated among the Investment Selections in Section 8 Option A.
- Your DCA contribution will be transferred to the Investment Selections in Section 8 Option A according to the instructions below.

**A. Special Dollar Cost Averaging (Special DCA)** — Check box for one time period and specify an allocation percentage or dollar amount.

- If electing Investment Selection Option B in Section 8, you must allocate your entire Contribution to a Special DCA option as indicated in 7A below. Your Special DCA Contribution will be transferred according to your Contribution Allocation percentage.
- If allocating 100% of your initial contribution to Special DCA in 7A below, your requirement to complete the Contribution Allocation Column is fulfilled.
- If electing Investment Selection Option A in Section 8 and only allocating a portion of your initial contribution to Special DCA in 7A below, you must ALSO complete the initial Contribution Allocation Column for the remaining amount of your initial contribution (Column must total 100%).
- **Note:** Not available with Inherited IRA/Roth IRA.

- ☐ 3-months: **100% Allocation** or \_\_\_\_ % or \$ \_\_\_\_\_
- ☐ 6-months: **100% Allocation** or \_\_\_\_ % or \$ \_\_\_\_\_
- ☐ 12-months: **100% Allocation** or \_\_\_\_ % or \$ \_\_\_\_\_

**B. General Dollar Cost Averaging (General DCA)** You may choose only one of the options listed below.

1. ☐ **Guaranteed Interest Option (GIO) — Interest Sweep Option**

- By selecting the box above (GIO – Interest Sweep Option), up to 25% of your contribution may be allocated to the GIO and the interest will sweep monthly to the funds selected.
- For your initial contribution, you must complete Contribution Allocation (must total 100%) including an allocation to the GIO. The amount allocated to the GIO must be a minimum of \$7,500 but may not exceed 25% of your contribution.
- You must complete the DCA Allocation Column for the amounts to be transferred (must total 100%).
- If electing Option A you must complete the DCA Allocation Column for the amounts to be transferred (Column must total 100%).
- **The maximum allocation to the GIO is 25% of your contribution.**

2. **Fixed Period Option –**

- Check one of the boxes below for the Investment Selection from which funds will be transferred monthly and specify the transfer period in the blank.

Choose one: ☐ **GIO** \_\_\_\_ (months) or ☐ **EQ/Money Market** \_\_\_\_ (months)

- If selecting the GIO box above, up to 25% of your contribution may be allocated to the GIO, which will then DCA to the funds selected in the DCA Allocation Column.
- If selecting the EQ/Money Market box above, up to 100% of your contribution may be allocated to the EQ/Money Market Column which will then DCA to the funds selected in the DCA Allocation Column.
- For your initial contribution, you must complete the Contribution Allocation Column (must total 100%) including a minimum allocation of \$5,000 to either the GIO or the EQ/Money Market. The amount allocated to GIO may not exceed 25% of your contribution.
- **The maximum allocation to the GIO is 25% of your contribution.**

## 8. Investment Selection

**Contribution Allocation** — You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation column, which must total 100%. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

**DCA Allocation** — See instructions in Section 7.  
**If GMB II was elected, you MUST choose Option A.**

Contribution Allocation % (Required)	<b>Option A:</b>	DCA Allocation % (Optional)
<b>Fixed Account</b> — Percentages must be whole numbers		
_____ %	Guaranteed Interest Option (GIO)	_____ %
<i>The maximum allocation to GIO is 25% of your Contribution.</i>		
<b>Variable Investment Options</b> — Percentages must be whole numbers		
<b>Asset Allocation</b>		
_____ %	AXA Conservative Allocation	_____ %
_____ %	AXA Conservative-Plus Allocation	_____ %
_____ %	AXA Moderate Allocation	_____ %
_____ %	AXA Moderate-Plus Allocation	_____ %
_____ %	EQ/American Core Growth Allocation	_____ %
_____ %	EQ/American Core Allocation	_____ %
_____ %	EQ/American Balanced Allocation	_____ %
_____ %	EQ/Money Market	_____ %
_____ %	Index Allocation Fund	_____ %

### Option B:

Under Option B, amounts are automatically rebalanced on a quarterly basis, based on your Contract Year.

Contribution Allocation % (Required)
<b>Fixed Account</b> — Percentages must be whole numbers
_____ % Guaranteed Interest Option (GIO)
<i>The maximum allocation to GIO is 25% of your Contribution.</i>

#### Category 1:

**Fixed Income** — You must allocate at least 20% of your Contribution to this Investment Option Category.

_____ %	Bond Fund
_____ %	EQ/Intermediate Government Bond Index
_____ %	EQ/Long Term Bond
_____ %	EQ/Short Duration Bond
_____ %	EQ/Quality Bond PLUS
_____ %	Multimanager Core Bond
_____ %	U.S. Government/AAA-Rated Securities Bond Fund

#### Category 2:

**Core Diversified Equity** — You may allocate up to 80% of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category.

_____ %	AXA Aggressive Allocation
_____ %	EQ/AllianceBernstein Common Stock
_____ %	EQ/AllianceBernstein Large Cap Growth (RTY 1000)
_____ %	EQ/BlackRock Basic Value Equity
_____ %	EQ/Boston Advisors Equity Income
_____ %	EQ/Capital Guardian Research
_____ %	EQ/Equity 500 Index
_____ %	EQ/Franklin Templeton Founding Strategy
_____ %	EQ/JPMorgan Value Opportunities
_____ %	EQ/Large Cap Core PLUS
_____ %	EQ/Large Cap Growth PLUS

_____ %	EQ/Large Cap Value
_____ %	EQ/Lord Abnett Growth and Income
_____ %	EQ/Lord Abnett Large Cap Core
_____ %	EQ/Oppenheimer Main Street Opportunity
_____ %	EQ/T. Rowe Price Growth Stock
_____ %	EQ/UBS Growth and Income
_____ %	Multimanager Large Cap Core Equity
_____ %	Multimanager Large Cap Value

#### Category 3:

**Small/Mid Cap** — You may allocate up to 30% of your Contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

_____ %	Multimanager Mid Cap Growth
_____ %	Multimanager Mid Cap Value
_____ %	Multimanager Small Cap Value
_____ %	Multimanager Small Cap Growth
_____ %	EQ/AllianceBernstein Small Cap Growth
_____ %	EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)
_____ %	EQ/Small Company Index
_____ %	EQ/Oppenheimer Main Street Small Cap
_____ %	EQ/Mid Cap Value PLUS
_____ %	Global Discovery Fund
_____ %	Multimanager International Equity
_____ %	EQ/AllianceBernstein International
_____ %	EQ/International Core PLUS
_____ %	EQ/BlackRock International Value
_____ %	EQ/International Growth
_____ %	EQ/Oppenheimer Global
_____ %	Global Growth and Income Fund
_____ %	Global Growth Fund
_____ %	International Fund

#### Category 4:

**Specialty** — You may allocate up to XX% of your Contribution to this Investment Option Category. You may not exceed 5% per fund within this Category.

_____ %	Multimanager Aggressive Equity
_____ %	Multimanager Large Cap Growth
_____ %	Multimanager Technology
_____ %	EQ/Calvert Socially Responsible
_____ %	EQ/Marsico Focus
_____ %	EQ/Mergers and Acquisitions
_____ %	EQ/Van Kampen Comstock
_____ %	EQ/Templeton Growth
_____ %	EQ/Davis New York Venture
_____ %	EQ/Russell 1000 Value Index (Legg Mason Value Equity)
_____ %	EQ/Evergreen Omega
_____ %	EQ/Van Kampen Mid Cap Growth
_____ %	EQ/GAMCO Small Company Value
_____ %	EQ/PIMCO Real Return

#### OPTION B TOTALS — MUST EQUAL 100%

_____ %	+	_____ %	+	_____ %	+	_____ %	=	100 %
Category 1		Category 2		Category 3		Category 4		TOTAL

## 9. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

## 10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

## 11. Fraud Warnings

**Arkansas/Louisiana/New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

## 12. Signature and Acknowledgements

### GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs, Qualified Plans and TSAs that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.

### OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 6. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 6.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 6 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- The annual reset when elected in conjunction with the GMIB may result in: a new 10-year waiting period to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset; the charge for the "greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset request I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further ratchets, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator Elite. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

### Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☐ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

**X** \_\_\_\_\_  
Proposed Owner's Signature Signed at: City, State Date

**X** \_\_\_\_\_  
Proposed Annuitant's Signature (if other than Owner) Signed at: City, State Date

**X** \_\_\_\_\_  
Proposed Joint Owner's Signature (if other than Annuitant) Signed at: City, State Date

**X** \_\_\_\_\_  
Proposed Joint Annuitant's Signature (if other than Owner) Signed at: City, State Date

### 13. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ..... ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ..... ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ..... ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty\* Member of the Armed Forces? ..... ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

\* "Active Duty" means full-time in the active military service of the United State and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

**X**

Primary Financial Professional Signature Social Security Number Agent Code

Print Name % ( ) - Phone Number

Client Account Number Email Address Agent Location

**X**

Financial Professional Signature Social Security Number Agent Code

Print Name % ( ) - Phone Number

**X**

Financial Professional Signature Social Security Number Agent Code

Print Name % ( ) - Phone Number

**X**

Financial Professional Signature Social Security Number Agent Code

Print Name % ( ) - Phone Number

**Financial Professional Use Only.** Contact your home office for program information. ☐ Option I ☐ Option II (Once selected, program cannot be changed.)

**AXA EQUITABLE****AXA Equitable Life Insurance Company**

Enrollment Form/Application

**Accumulator® Plus<sup>SM</sup>****AXA Advisors, LLC****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

**Please make checks payable to: AXA Equitable****First-Class Mail:** AXA Equitable, Accumulator, P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, Accumulator, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call 800-338-3434****www.AXAonline.com****1. Contract Specifics****A. Type of Contract** (Please choose one.)☒ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ ERISA Rollover TSA or ☐ Non-ERISA Rollover TSA☐ Qualified Plan Defined Contribution (DC)<sup>1</sup>☐ Qualified Plan Defined Benefit (DB)<sup>1</sup><sup>1</sup> EEB is not available.**B. Total Initial Contribution(s): \$** \_\_\_\_\_**Expected First Year Contribution<sup>2</sup>: \$** \_\_\_\_\_<sup>2</sup> The Amount entered determines the Accumulator Plus Credit Percentage and assumes multiple Contributions will be made (see Section 12).**Specify Method(s) of Payment:**☒ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA, Roth or Rollover TSA)☐ Rollover (IRA, Roth or Rollover TSA)**2. Account Registration (Please print)****A. Owner (Must be legal resident of US.)**☒ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State \_\_\_\_\_ Child's SSN \_\_\_\_\_)☐ Other Non-Natural Owner☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_ **Daytime Phone #** \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address \_\_\_\_\_

**B. Joint Owner (Must be legal resident of US.)**

• The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email Address \_\_\_\_\_

**C. Annuitant (If other than Owner.)**

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**3. Patriot Act Information**

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) \_\_\_\_\_

3. Your Occupation \_\_\_\_\_ 4. Your Employer \_\_\_\_\_

**Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**Joint Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)****A. Primary**

1. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

2. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

3. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

**B. Contingent**

1. \_\_\_\_\_ %  
Contingent Beneficiary Name

2. \_\_\_\_\_ %  
Contingent Beneficiary Name

3. \_\_\_\_\_ %  
Contingent Beneficiary Name

**5. Special Instructions**

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 6. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 7 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

### A. Guaranteed Minimum Income Benefit (GMIB)



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section. You may ONLY pick GMIB I or GMIB II, not both.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages [20-70]

Choose One:

#### 1. GMIB I with Annual Reset

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB I and Standard GMDB

Choose One:

#### 2. GMIB II with Annual Reset

- If you elect GMIB II, you must elect Option A in Section 8.
- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB II and Standard GMDB

### Annual Reset Election — Optional

- ☐ **Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year \_\_\_\_\_ only. I understand that resets will only occur during this time period if I am eligible.

If you elected GMIB, skip to Section 6C for the opportunity to elect EEB, otherwise, proceed to Section 7.

### B. Guaranteed Minimum Death Benefit (GMDB)



- If you elected GMIB do not complete this section.
- If you did not elect GMIB, this section is MANDATORY.
  - ☐ Standard – Owner issue ages [0-70]
  - ☐ Annual Ratchet – Owner issue ages [0-70]

### C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB — Owner issue ages [0-70]

## 7. Dollar Cost Averaging (Optional)

**Dollar Cost Averaging (DCA) options** — You may choose either Special Money Market or General Dollar Cost Averaging.

- In Section 8 Option A, you must complete the DCA Allocation Column for amounts to be transferred (must total 100%).
- Your DCA option is elected below and if you have elected Option A and are not allocating 100% of your initial contribution to a DCA option, the balance of your initial contribution is allocated among the Investment Selections in Section 8 Option A.
- Your DCA contribution will be transferred to the Investment Selections in Section 8 Option A according to the instructions below.

**A. Special Money Market Dollar Cost Averaging (Special Money Market DCA)** — Check box for one time period and specify an allocation percentage or dollar amount.

- If electing Investment Selection Option B in Section 8, you must allocate your entire Contribution to a Special Money Market DCA option as indicated in 7A below. Your Special Money Market DCA Contribution will be transferred according to your Contribution Allocation percentage.
- If allocating 100% of your initial contribution to Special Money Market DCA in 7A below, your requirement to complete the Contribution Allocation Column is fulfilled.
- If electing Investment Selection Option A in Section 8 and only allocating a portion of your initial contribution to Special Money Market DCA in 7A below, you must ALSO complete the initial Contribution Allocation Column for the remaining amount of your initial contribution (Column must total 100%).

• **Note:** Not available with Inherited IRA/Roth IRA.

- ☐ 3-months: 100% Allocation or \_\_\_\_% or \$ \_\_\_\_\_
- ☐ 6-months: 100% Allocation or \_\_\_\_% or \$ \_\_\_\_\_
- ☐ 12-months: 100% Allocation or \_\_\_\_% or \$ \_\_\_\_\_

**B. General Dollar Cost Averaging (General DCA)** You may choose only one of the options listed below.

1. ☐ **Guaranteed Interest Option (GIO) — Interest Sweep Option**

- By selecting the box above (GIO – Interest Sweep Option), up to [25%] of your contribution may be allocated to the GIO and the interest will sweep monthly to the funds selected.
- For your initial contribution, you must complete Contribution Allocation (must total 100%) including an allocation to the GIO. The amount allocated to the GIO must be a minimum of [\$7,500] but may not exceed [25%] of your contribution.
- You must complete the DCA Allocation Column for the amounts to be transferred (must total 100%).
- If electing Option A you must complete the DCA Allocation Column for the amounts to be transferred (Column must total 100%).
- *The maximum allocation to the GIO is [25%] of your contribution.*

2. **Fixed Period Option –**

- Check one of the boxes below for the Investment Selection from which funds will be transferred monthly and specify the transfer period in the blank.

Choose one: ☐ **GIO** \_\_\_\_ (months) or ☐ **EQ/Money Market** \_\_\_\_ (months)

- If selecting the GIO box above, up to [25%] of your contribution may be allocated to the GIO, which will then DCA to the funds selected in the DCA Allocation Column.
- If selecting the EQ/Money Market box above, up to 100% of your contribution may be allocated to the EQ/Money Market Column which will then DCA to the funds selected in the DCA Allocation Column.
- For your initial contribution, you must complete the Contribution Allocation Column (must total 100%) including a minimum allocation of [\$5,000] to either the GIO or the EQ/Money Market. The amount allocated to GIO may not exceed [25%] of your contribution.
- *The maximum allocation to the GIO is [25%] of your contribution.*

## 8. Investment Selection

**Contribution Allocation** — You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation column, which must total 100%. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

**DCA Allocation** — See instructions in Section 7.

**If GMIB II was elected, you MUST choose Option A.**

Contribution Allocation % (Required)	Option A:	DCA Allocation % (Optional)
<b>Fixed Account</b> — Percentages must be whole numbers		
_____ %	Guaranteed Interest Option (GIO)	_____ %
<i>The maximum allocation to GIO is 25% of your Contribution.</i>		
<b>Variable Investment Options</b> — Percentages must be whole numbers		
<b>Asset Allocation</b>		
_____ %	AXA Conservative Allocation	_____ %
_____ %	AXA Conservative-Plus Allocation	_____ %
_____ %	AXA Moderate Allocation	_____ %
_____ %	AXA Moderate-Plus Allocation	_____ %
_____ %	EQ/American Core Growth Allocation	_____ %
_____ %	EQ/American Core Allocation	_____ %
_____ %	EQ/American Balanced Allocation	_____ %
_____ %	EQ/Money Market	_____ %
_____ %	Index Allocation Fund	_____ %

### Option B:

Under Option B, amounts are automatically rebalanced on a quarterly basis, based on your Contract Year.

Contribution  
Allocation %  
(Required)

**Fixed Account** — Percentages must be whole numbers

\_\_\_\_\_ % Guaranteed Interest Option (GIO)  
*The maximum allocation to GIO is 25% of your Contribution.*

#### Category 1:

**Fixed Income** — You must allocate at least 20% of your Contribution to this Investment Option Category

\_\_\_\_\_ % Bond Fund  
\_\_\_\_\_ % EQ/Intermediate Government Bond Index  
\_\_\_\_\_ % EQ/Long Term Bond  
\_\_\_\_\_ % EQ/Short Duration Bond  
\_\_\_\_\_ % EQ/Quality Bond PLUS  
\_\_\_\_\_ % Multimanager Core Bond  
\_\_\_\_\_ % U.S. Government/AAA-Rated Securities Bond Fund

#### Category 2:

**Core Diversified Equity** — You may allocate up to 80% of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category.

\_\_\_\_\_ % AXA Aggressive Allocation  
\_\_\_\_\_ % EQ/AllianceBernstein Common Stock  
\_\_\_\_\_ % EQ/AllianceBernstein Large Gap Growth (RTY 1000)  
\_\_\_\_\_ % EQ/BlackRock Basic Value Equity  
\_\_\_\_\_ % EQ/Boston Advisors Equity Income  
\_\_\_\_\_ % EQ/Capital Guardian Research  
\_\_\_\_\_ % EQ/Equity 500 Index  
\_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy  
\_\_\_\_\_ % EQ/JPMorgan Value Opportunities  
\_\_\_\_\_ % EQ/Large Cap Core PLUS  
\_\_\_\_\_ % EQ/Large Cap Growth PLUS

Contribution  
Allocation %  
(Required)

\_\_\_\_\_ % EQ/Large Cap Value  
\_\_\_\_\_ % EQ/Lord Abnett Growth and Income  
\_\_\_\_\_ % EQ/Lord Abnett Large Cap Core  
\_\_\_\_\_ % EQ/Oppenheimer Main Street Opportunity  
\_\_\_\_\_ % EQ/T. Rowe Price Growth Stock  
\_\_\_\_\_ % EQ/UBS Growth and Income  
\_\_\_\_\_ % Multimanager Large Cap Core Equity  
\_\_\_\_\_ % Multimanager Large Cap Value

#### Category 3:

**Small/Mid Cap** — You may allocate up to 30% of your Contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

\_\_\_\_\_ % Multimanager Mid Cap Growth  
\_\_\_\_\_ % Multimanager Mid Cap Value  
\_\_\_\_\_ % Multimanager Small Cap Value  
\_\_\_\_\_ % Multimanager Small Cap Growth  
\_\_\_\_\_ % EQ/AllianceBernstein Small Cap Growth  
\_\_\_\_\_ % EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)  
\_\_\_\_\_ % EQ/Small Company Index  
\_\_\_\_\_ % EQ/Oppenheimer Main Street Small Cap  
\_\_\_\_\_ % EQ/Mid Cap Value PLUS  
\_\_\_\_\_ % Global Discovery Fund  
\_\_\_\_\_ % Multimanager International Equity  
\_\_\_\_\_ % EQ/AllianceBernstein International  
\_\_\_\_\_ % EQ/International Core PLUS  
\_\_\_\_\_ % EQ/BlackRock International Value  
\_\_\_\_\_ % EQ/International Growth  
\_\_\_\_\_ % EQ/Oppenheimer Global  
\_\_\_\_\_ % Global Growth and Income Fund  
\_\_\_\_\_ % Global Growth Fund  
\_\_\_\_\_ % International Fund

#### Category 4:

**Specialty** — You may allocate up to XX% of your Contribution to this Investment Option Category. You may not exceed 5% per fund within this Category.

\_\_\_\_\_ % Multimanager Aggressive Equity  
\_\_\_\_\_ % Multimanager Large Cap Growth  
\_\_\_\_\_ % Multimanager Technology  
\_\_\_\_\_ % EQ/Calvert Socially Responsible  
\_\_\_\_\_ % EQ/Marsico Focus  
\_\_\_\_\_ % EQ/Mergers and Acquisitions  
\_\_\_\_\_ % EQ/Van Kampen Comstock  
\_\_\_\_\_ % EQ/Templeton Growth  
\_\_\_\_\_ % EQ/Davis New York Venture  
\_\_\_\_\_ % EQ/Russell 1000 Value Index (Legg Mason Value Equity)  
\_\_\_\_\_ % EQ/Evergreen Omega  
\_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth  
\_\_\_\_\_ % EQ/GAMCO Small Company Value  
\_\_\_\_\_ % EQ/PIMCO Real Return

#### OPTION B TOTALS — MUST EQUAL 100%

\_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % = 100 %  
Category 1    Category 2    Category 3    Category 4    TOTAL

## 9. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

## 10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

## 11. Fraud Warnings

**Arkansas/Louisiana/New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

## 12. Signature and Acknowledgements

### GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs, Qualified Plans and TSAs that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- I understand that Credits will be allocated to my Account Value based on the Expected First Year Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Account Value.

### OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 6. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 6.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDDB elected in Section 6 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- The annual reset when elected in conjunction with the GMIB may result in: a new 10-year waiting period to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset; the charge for the "greater of" GMDDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset request I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further ratchets, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator Plus. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

### Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☒ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

<b>X</b>	Proposed Owner's Signature Signed at:	City, State	Date
<b>X</b>	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
<b>X</b>	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
<b>X</b>	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

### 13. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ..... ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ..... ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ..... ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty\* Member of the Armed Forces? ..... ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

\* "Active Duty" means full-time in the active military service of the United State and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

**X**

Primary Financial Professional Signature	Social Security Number	Agent Code
Print Name	% ( ) -	Phone Number

Client Account Number	Email Address	Agent Location
-----------------------	---------------	----------------

**X**

Financial Professional Signature	Social Security Number	Agent Code
Print Name	% ( ) -	Phone Number

**X**

Financial Professional Signature	Social Security Number	Agent Code
Print Name	% ( ) -	Phone Number

**X**

Financial Professional Signature	Social Security Number	Agent Code
Print Name	% ( ) -	Phone Number

**Financial Professional Use Only.** Contact your home office for program information. ☐ Option I ☐ Option II (Once selected, program cannot be changed.)

**AXA EQUITABLE****AXA Equitable Life Insurance Company**

Enrollment Form/Application

**Accumulator® Select<sup>SM</sup>****AXA Advisors, LLC****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

**Please make checks payable to: AXA Equitable****First-Class Mail:** AXA Equitable, Accumulator, P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, Accumulator, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call 800-338-3434****www.AXAonline.com****1. Contract Specifics****A. Type of Contract** (Please choose one.)☐ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ ERISA Rollover TSA or ☐ Non-ERISA Rollover TSA.<sup>1</sup> GMB and Special Money Market DCA are not available.☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)<sup>1</sup>☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)<sup>1</sup>☐ Non-spousal QP Direct Rollover to an Inherited IRA BCO<sup>1</sup>**B. Total Initial Contribution(s): \$ \_\_\_\_\_****Specify Method(s) of Payment:**☐ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA, Roth or Rollover TSA)☐ Rollover (IRA, Roth or Rollover TSA)☐ Direct Rollover (Non-Spousal QP to Inherited IRA only)**2. Account Registration (Please print)****A. Owner (Must be legal resident of US.)**☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State \_\_\_\_\_ Child's SSN \_\_\_\_\_)☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_ **Daytime Phone #** \_\_\_\_\_

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted

City

State

ZIP Code

**If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.**

Email Address

**B. Joint Owner (Must be legal resident of US.)**

• The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_

Name (First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted

City

State

ZIP Code

Email Address

**C. Annuitant (If other than Owner.)**

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**3. Patriot Act Information**

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) \_\_\_\_\_

3. Your Occupation \_\_\_\_\_ 4. Your Employer \_\_\_\_\_

**Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**Joint Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)****A. Primary**

1. \_\_\_\_\_ %  
Primary Beneficiary Name  
Relationship to Owner \_\_\_\_\_  
2. \_\_\_\_\_ %  
Primary Beneficiary Name  
Relationship to Owner \_\_\_\_\_  
3. \_\_\_\_\_ %  
Primary Beneficiary Name  
Relationship to Owner \_\_\_\_\_

**B. Contingent**

1. \_\_\_\_\_ %  
Contingent Beneficiary Name  
2. \_\_\_\_\_ %  
Contingent Beneficiary Name  
3. \_\_\_\_\_ %  
Contingent Beneficiary Name

**5. Special Instructions**

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## 6. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 7 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

### A. Guaranteed Minimum Income Benefit (GMIB)



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.

You may ONLY pick GMIB I or GMIB II, not both.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages [20-75.]

Choose One:

#### 1. GMIB I with Annual Reset

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB I and Standard GMDB

Choose One:

#### 2. GMIB II with Annual Reset

- If you elect GMIB II, you must elect Option A in Section 8.
- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB II and Standard GMDB

### Annual Reset Election — Optional

- ☐ **Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year \_\_\_\_\_ only. I understand that resets will only occur during this time period if I am eligible.

If you elected GMIB, skip to Section 6C for the opportunity to elect EEB, otherwise, proceed to Section 7.

### B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages [76-85.] the Certificate/Contract will be issued with Standard GMDB.
- ☐ Standard — Owner issue ages [0-85.]
- ☐ Annual Ratchet — Owner issue ages [0-75.]

### C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB — Owner issue ages [0-75.]

## 7. Dollar Cost Averaging (Optional)

**Dollar Cost Averaging (DCA) options** — You may choose either Special Money Market or General Dollar Cost Averaging.

- In Section 8 Option A, you must complete the DCA Allocation Column for amounts to be transferred (must total 100%).
- Your DCA option is elected below and if you have elected Option A and are not allocating 100% of your initial contribution to a DCA option, the balance of your initial contribution is allocated among the Investment Selections in Section 8 Option A.
- Your DCA contribution will be transferred to the Investment Selections in Section 8 Option A according to the instructions below.

**A. Special Money Market Dollar Cost Averaging (Special Money Market DCA)** — Check box for one time period and specify an allocation percentage or dollar amount.

- If electing Investment Selection Option B in Section 8, you must allocate your entire Contribution to a Special Money Market DCA option as indicated in 7A below. Your Special Money Market DCA Contribution will be transferred according to your Contribution Allocation percentage.
- If allocating 100% of your initial contribution to Special Money Market DCA in 7A below, your requirement to complete the Contribution Allocation Column is fulfilled.
- If electing Investment Selection Option A in Section 8 and only allocating a portion of your initial contribution to Special Money Market DCA in 7A below, you must ALSO complete the initial Contribution Allocation Column for the remaining amount of your initial contribution (Column must total 100%).
- **Note:** Not available with Inherited IRA/Roth IRA.

☐ 3-months: 100% Allocation or \_\_\_\_% or \$ \_\_\_\_\_

☐ 6-months: 100% Allocation or \_\_\_\_% or \$ \_\_\_\_\_

☐ 12-months: 100% Allocation or \_\_\_\_% or \$ \_\_\_\_\_

**B. General Dollar Cost Averaging (General DCA)** You may choose only one of the options listed below.

1. ☐ **Guaranteed Interest Option (GIO) — Interest Sweep Option**

- By selecting the box above (GIO – Interest Sweep Option), up to 25% of your contribution may be allocated to the GIO and the interest will sweep monthly to the funds selected.
- For your initial contribution, you must complete Contribution Allocation (must total 100%) including an allocation to the GIO. The amount allocated to the GIO must be a minimum of \$7,500 but may not exceed 25% of your contribution.
- You must complete the DCA Allocation Column for the amounts to be transferred (must total 100%).
- If electing Option A you must complete the DCA Allocation Column for the amounts to be transferred (Column must total 100%).
- *The maximum allocation to the GIO is 25% of your contribution.*

2. **Fixed Period Option –**

- Check one of the boxes below for the Investment Selection from which funds will be transferred monthly and specify the transfer period in the blank.

Choose one: ☐ GIO \_\_\_\_ (months) or ☐ EQ/Money Market \_\_\_\_ (months)

- If selecting the GIO box above, up to 25% of your contribution may be allocated to the GIO, which will then DCA to the funds selected in the DCA Allocation Column.
- If selecting the EQ/Money Market box above, up to 100% of your contribution may be allocated to the EQ/Money Market Column which will then DCA to the funds selected in the DCA Allocation Column.
- For your initial contribution, you must complete the Contribution Allocation Column (must total 100%) including a minimum allocation of \$5,000 to either the GIO or the EQ/Money Market. The amount allocated to GIO may not exceed 25% of your contribution.
- *The maximum allocation to the GIO is 25% of your contribution.*

## 8. Investment Selection

**Contribution Allocation** — You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation column, which must total 100%. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

**DCA Allocation** — See instructions in Section 7.

**If GMIB II was elected, you MUST choose Option A.**

Contribution Allocation % (Required)	Option A:	DCA Allocation % (Optional)
--	-----------	-----------------------------------

**Fixed Account** — Percentages must be whole numbers

\_\_\_\_\_ % Guaranteed Interest Option (GIO) \_\_\_\_\_ %

**The maximum allocation to GIO is 25% of your Contribution.**

**Variable Investment Options** — Percentages must be whole numbers

### Asset Allocation

_____ %	AXA Conservative Allocation	_____ %
_____ %	AXA Conservative-Plus Allocation	_____ %
_____ %	AXA Moderate Allocation	_____ %
_____ %	AXA Moderate-Plus Allocation	_____ %
_____ %	EQ/American Core Growth Allocation	_____ %
_____ %	EQ/American Core Allocation	_____ %
_____ %	EQ/American Balanced Allocation	_____ %
_____ %	EQ/Money Market	_____ %
_____ %	Index Allocation Fund	_____ %

### Option B:

Under Option B, amounts are automatically rebalanced on a quarterly basis, based on your Contract Year.

Contribution  
Allocation %  
(Required)

**Fixed Account** — Percentages must be whole numbers

\_\_\_\_\_ % Guaranteed Interest Option (GIO)

**The maximum allocation to GIO is 25% of your Contribution.**

### Category 1:

**Fixed Income** — You must allocate at least 20% of your Contribution to this Investment Option Category

_____ %	Bond Fund
_____ %	EQ/Intermediate Government Bond Index
_____ %	EQ/Long Term Bond
_____ %	EQ/Short Duration Bond
_____ %	EQ/Quality Bond PLUS
_____ %	Multimanager Core Bond
_____ %	U.S. Government/AAA-Rated Securities Bond Fund

### Category 2:

**Core Diversified Equity** — You may allocate up to 80% of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category.

_____ %	AXA Aggressive Allocation
_____ %	EQ/AllianceBernstein Common Stock
_____ %	EQ/AllianceBernstein Large Cap Growth (RTY 1000)
_____ %	EQ/BlackRock Basic Value Equity
_____ %	EQ/Boston Advisors Equity Income
_____ %	EQ/Capital Guardian Research
_____ %	EQ/Equity 500 Index
_____ %	EQ/Franklin Templeton Founding Strategy
_____ %	EQ/JPMorgan Value Opportunities
_____ %	EQ/Large Cap Core PLUS
_____ %	EQ/Large Cap Growth PLUS

Contribution  
Allocation %  
(Required)

_____ %	EQ/Large Cap Value
_____ %	EQ/Lord Abnett Growth and Income
_____ %	EQ/Lord Abnett Large Cap Core
_____ %	EQ/Oppenheimer Main Street Opportunity
_____ %	EQ/T. Rowe Price Growth Stock
_____ %	EQ/UBS Growth and Income
_____ %	Multimanager Large Cap Core Equity
_____ %	Multimanager Large Cap Value

### Category 3:

**Small/Mid Cap** — You may allocate up to 30% of your Contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

_____ %	Multimanager Mid Cap Growth
_____ %	Multimanager Mid Cap Value
_____ %	Multimanager Small Cap Value
_____ %	Multimanager Small Cap Growth
_____ %	EQ/AllianceBernstein Small Cap Growth
_____ %	EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)
_____ %	EQ/Small Company Index
_____ %	EQ/Oppenheimer Main Street Small Cap
_____ %	EQ/Mid Cap Value PLUS
_____ %	Global Discovery Fund
_____ %	Multimanager International Equity
_____ %	EQ/AllianceBernstein International
_____ %	EQ/International Core PLUS
_____ %	EQ/BlackRock International Value
_____ %	EQ/International Growth
_____ %	EQ/Oppenheimer Global
_____ %	Global Growth and Income Fund
_____ %	Global Growth Fund
_____ %	International Fund

### Category 4:

**Specialty** — You may allocate up to XX% of your Contribution to this Investment Option Category. You may not exceed 5% per fund within this Category.

_____ %	Multimanager Aggressive Equity
_____ %	Multimanager Large Cap Growth
_____ %	Multimanager Technology
_____ %	EQ/Calvert Socially Responsible
_____ %	EQ/Marsico Focus
_____ %	EQ/Mergers and Acquisitions
_____ %	EQ/Van Kampen Comstock
_____ %	EQ/Templeton Growth
_____ %	EQ/Davis New York Venture
_____ %	EQ/Russell 1000 Value Index (Legg Mason Value Equity)
_____ %	EQ/Evergreen Omega
_____ %	EQ/Van Kampen Mid Cap Growth
_____ %	EQ/GAMCO Small Company Value
_____ %	EQ/PIMCO Real Return

### OPTION B TOTALS — MUST EQUAL 100%

\_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % = 100 %  
Category 1    Category 2    Category 3    Category 4    TOTAL

## 9. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

## 10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

## 11. Fraud Warnings

**Arkansas/Louisiana/New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

## 12. Signature and Acknowledgements

### GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs, Qualified Plans and TSAs that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No financial professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.

### OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 6. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 6.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 6 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- The annual reset when elected in conjunction with the GMIB may result in: a new [10-year] waiting period to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset; the charge for the "greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset request I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least [30 days] prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised [30 days] after the contract anniversary following my 85th birthday. There will be no further ratchets, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator Select. After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals.

### Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☒ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

**X**

Proposed Owner's Signature Signed at: \_\_\_\_\_ City, State \_\_\_\_\_ Date \_\_\_\_\_

**X**

Proposed Annuitant's Signature (if other than Owner) Signed at: \_\_\_\_\_ City, State \_\_\_\_\_ Date \_\_\_\_\_

**X**

Proposed Joint Owner's Signature (if other than Annuitant) Signed at: \_\_\_\_\_ City, State \_\_\_\_\_ Date \_\_\_\_\_

**X**

Proposed Joint Annuitant's Signature (if other than Owner) Signed at: \_\_\_\_\_ City, State \_\_\_\_\_ Date \_\_\_\_\_

### 13. Financial Professional Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ..... ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ..... ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ..... ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty\* Member of the Armed Forces? ..... ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

\* "Active Duty" means full-time in the active military service of the United State and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

**X**

Primary Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	%	(    )    - Phone Number

Client Account Number	Email Address	Agent Location
_____	_____	_____

**X**

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	%	(    )    - Phone Number

**X**

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	%	(    )    - Phone Number

**X**

Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	%	(    )    - Phone Number

**AXA EQUITABLE****AXA Equitable Life Insurance Company**

Enrollment Form/Application

**Accumulator®**

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable

First-Class Mail: AXA Equitable, Accumulator, P.O. Box 1577, Secaucus, NJ 07096-1577

Express Mail: AXA Equitable, Accumulator, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619

For assistance, please call 888-517-9900

www.axadistributors.com

**1. Contract Specifics****A. Type of Contract** (Please choose one.)☐ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ Qualified Plan Defined Contribution (DC)<sup>1</sup><sup>1</sup> EEB is not available.☐ Qualified Plan Defined Benefit (DB)<sup>1</sup>☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)<sup>2</sup>☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)<sup>2</sup>☐ Non-spousal QP Direct Rollover to an Inherited IRA BCO<sup>2</sup><sup>2</sup> GMIB and Special DCA are not available.**B. Total Initial Contribution(s): \$** \_\_\_\_\_

## Specify Method(s) of Payment:

☐ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA or Roth)☐ Rollover (IRA or Roth)☐ Direct Rollover (Non-Spousal QP to Inherited IRA only)**2. Account Registration (Please print)****A. Owner (Must be legal resident of US.)**☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State \_\_\_\_\_ Child's SSN \_\_\_\_\_)☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_ Daytime Phone # \_\_\_\_\_Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address \_\_\_\_\_

**B. Joint Owner (Must be legal resident of US.)**

• The individual designated below is the Joint Owner.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email Address \_\_\_\_\_

**C. Annuitant (If other than Owner.)**

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**3. Patriot Act Information**

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) \_\_\_\_\_

3. Your Occupation \_\_\_\_\_ 4. Your Employer \_\_\_\_\_

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)****A. Primary**

1. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

2. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

3. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

**B. Contingent**

1. \_\_\_\_\_ %  
Contingent Beneficiary Name

2. \_\_\_\_\_ %  
Contingent Beneficiary Name

3. \_\_\_\_\_ %  
Contingent Beneficiary Name

**5. Special Instructions**

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 6. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 7 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

### A. Guaranteed Minimum Income Benefit (GMIB)



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section. You may ONLY pick GMIB I or GMIB II, not both.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages 20-75.

Choose One:

#### 1. GMIB I with Annual Reset

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Annual Ratchet to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB I and Standard GMDB

Choose One:

#### 2. GMIB II with Annual Reset

- If you elect GMIB II, you must elect Option A in Section 9.
- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Annual Ratchet to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB II and Standard GMDB

### Annual Reset Election — Optional

- ☐ **Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year \_\_\_\_\_ only. I understand that resets will only occur during this time period if I am eligible.

If you elected GMIB, skip to Section 6C for the opportunity to elect EEB, otherwise, proceed to Section 7.

### B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages 76-85, the Certificate/Contract will be issued with Standard GMDB.
- ☐ Standard — Owner issue ages 0-85
- ☐ Annual Ratchet — Owner issue ages 0-75

### C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB — Owner issue ages 0-75.

## 7. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

## 8. Dollar Cost Averaging (Optional)

**Dollar Cost Averaging (DCA) options** — You may choose either Special or General Dollar Cost Averaging.

- In Section 9 Option A, you must complete the DCA Allocation Column for amounts to be transferred (must total 100%).
- Your DCA option is elected below and if you have elected Option A and are not allocating 100% of your initial contribution to a DCA option, the balance of your initial contribution is allocated among the Investment Selections in Section 9 Option A.
- Your DCA contribution will be transferred to the Investment Selections in Section 9 Option A according to the instructions below.

**A. Special Dollar Cost Averaging (Special DCA)** — Check box for one time period and specify an allocation percentage or dollar amount.

- **Note:** Not available with Inherited IRA/Roth IRA.
- If electing Investment Selection Option B in Section 9, you must allocate your entire Contribution to a Special DCA option as indicated in 8A below. Your Special DCA Contribution will be transferred according to your Contribution Allocation percentage.
- If allocating 100% of your initial contribution to Special DCA in 8A below, your requirement to complete the Contribution Allocation Column is fulfilled.
- If electing Investment Selection Option A in Section 9 and only allocating a portion of your initial contribution to Special DCA in 8A below, you must ALSO complete the initial Contribution Allocation Column for the remaining amount of your initial contribution (Column must total 100%).

- ☐ 3-months: **100% Allocation** or \_\_\_\_% or \$\_\_\_\_\_
- ☐ 6-months: **100% Allocation** or \_\_\_\_% or \$\_\_\_\_\_
- ☐ 12-months: **100% Allocation** or \_\_\_\_% or \$\_\_\_\_\_

**B. General Dollar Cost Averaging (General DCA)** You may choose only one of the options listed below.

1. ☐ **Guaranteed Interest Option (GIO) — Interest Sweep Option**

- By selecting the box above (GIO – Interest Sweep Option), up to 25% of your contribution may be allocated to the GIO and the interest will sweep monthly to the funds selected.
- For your initial contribution, you must complete Contribution Allocation (must total 100%) including an allocation to the GIO. The amount allocated to the GIO must be a minimum of \$7,500 but may not exceed 25% of your contribution.
- You must complete the DCA Allocation Column for the amounts to be transferred (must total 100%).
- If electing Option A you must complete the DCA Allocation Column for the amounts to be transferred (Column must total 100%).
- **The maximum allocation to the GIO is 25% of your contribution.**

2. **Fixed Period Option** —

- Check one of the boxes below for the Investment Selection from which funds will be transferred monthly and specify the transfer period in the blank.

Choose one: ☐ **GIO** \_\_\_\_ (months) or ☐ **EQ/Money Market** \_\_\_\_ (months)

- If selecting the GIO box above, up to 25% of your contribution may be allocated to the GIO, which will then DCA to the funds selected in the DCA Allocation Column.
- If selecting the EQ/Money Market box above, up to 100% of your contribution may be allocated to the EQ/Money Market Column which will then DCA to the funds selected in the DCA Allocation Column.
- For your initial contribution, you must complete the Contribution Allocation Column (must total 100%) including a minimum allocation of \$5,000 to either the GIO or the EQ/Money Market. The amount allocated to GIO may not exceed 25% of your contribution.
- **The maximum allocation to the GIO is 25% of your contribution.**

## 9. Investment Selection

**Contribution Allocation** — You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation column, which must total 100%. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

**DCA Allocation** — See instructions in Section 8.

**If GMB II was elected you MUST choose Option A.**

Contribution Allocation % (Required)	Option A:	DCA Allocation % (Optional)
<b>Fixed Account</b> — Percentages must be whole numbers		
_____ %	Guaranteed Interest Option (GIO)	_____ %
<i>The maximum allocation to GIO is 25% of your Contribution.</i>		
<b>Variable Investment Options</b> — Percentages must be whole numbers		
<b>Asset Allocation</b>		
_____ %	AXA Conservative Allocation	_____ %
_____ %	AXA Conservative-Plus Allocation	_____ %
_____ %	AXA Moderate Allocation	_____ %
_____ %	AXA Moderate-Plus Allocation	_____ %
_____ %	EQ/American Core Growth Allocation	_____ %
_____ %	EQ/American Core Allocation	_____ %
_____ %	EQ/American Balanced Allocation	_____ %
_____ %	EQ/Money Market	_____ %
_____ %	Index Allocation Fund	_____ %

### Option B:

Under Option B, amounts are automatically rebalanced on a quarterly basis, based on your Contract Year.

Contribution Allocation % (Required)

**Fixed Account** — Percentages must be whole numbers

\_\_\_\_\_ % Guaranteed Interest Option (GIO)

*The maximum allocation to GIO is 25% of your Contribution.*

#### Category 1:

**Fixed Income** — You must allocate at least 20% of your Contribution to this Investment Option Category.

\_\_\_\_\_ % Bond Fund  
 \_\_\_\_\_ % EQ/Intermediate Government Bond Index  
 \_\_\_\_\_ % EQ/Long Term Bond  
 \_\_\_\_\_ % EQ/Short Duration Bond  
 \_\_\_\_\_ % EQ/Quality Bond PLUS  
 \_\_\_\_\_ % Multimanager Core Bond  
 \_\_\_\_\_ % U.S. Government/AAA-Rated Securities Bond Fund

#### Category 2:

**Core Diversified Equity** — You may allocate up to 80% of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category.

\_\_\_\_\_ % AXA Aggressive Allocation  
 \_\_\_\_\_ % EQ/AllianceBernstein Common Stock  
 \_\_\_\_\_ % EQ/AllianceBernstein Large Gap Growth (RTY 1000)  
 \_\_\_\_\_ % EQ/BlackRock Basic Value Equity  
 \_\_\_\_\_ % EQ/Boston Advisors Equity Income  
 \_\_\_\_\_ % EQ/Capital Guardian Research  
 \_\_\_\_\_ % EQ/Equity 500 Index  
 \_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy  
 \_\_\_\_\_ % EQ/JPMorgan Value Opportunities  
 \_\_\_\_\_ % EQ/Large Cap Core PLUS  
 \_\_\_\_\_ % EQ/Large Cap Growth PLUS

Contribution Allocation % (Required)

\_\_\_\_\_ % EQ/Large Cap Value  
 \_\_\_\_\_ % EQ/Lord Abnett Growth and Income  
 \_\_\_\_\_ % EQ/Lord Abnett Large Cap Core  
 \_\_\_\_\_ % EQ/Oppenheimer Main Street Opportunity  
 \_\_\_\_\_ % EQ/T. Rowe Price Growth Stock  
 \_\_\_\_\_ % EQ/UBS Growth and Income  
 \_\_\_\_\_ % Multimanager Large Cap Core Equity  
 \_\_\_\_\_ % Multimanager Large Cap Value

#### Category 3:

**Small/Mid Cap** — You may allocate up to 30% of your Contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

\_\_\_\_\_ % Multimanager Mid Cap Growth  
 \_\_\_\_\_ % Multimanager Mid Cap Value  
 \_\_\_\_\_ % Multimanager Small Cap Value  
 \_\_\_\_\_ % Multimanager Small Cap Growth  
 \_\_\_\_\_ % EQ/AllianceBernstein Small Cap Growth  
 \_\_\_\_\_ % EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)  
 \_\_\_\_\_ % EQ/Small Company Index  
 \_\_\_\_\_ % EQ/Oppenheimer Main Street Small Cap  
 \_\_\_\_\_ % EQ/Mid Cap Value PLUS  
 \_\_\_\_\_ % Global Discovery Fund  
 \_\_\_\_\_ % Multimanager International Equity  
 \_\_\_\_\_ % EQ/AllianceBernstein International  
 \_\_\_\_\_ % EQ/International Core PLUS  
 \_\_\_\_\_ % EQ/BlackRock International Value  
 \_\_\_\_\_ % EQ/International Growth  
 \_\_\_\_\_ % EQ/Oppenheimer Global  
 \_\_\_\_\_ % Global Growth and Income Fund  
 \_\_\_\_\_ % Global Growth Fund  
 \_\_\_\_\_ % International Fund

#### Category 4:

**Specialty** — You may allocate up to XX% of your Contribution to this Investment Option Category. You may not exceed 5% per fund within this Category.

\_\_\_\_\_ % Multimanager Aggressive Equity  
 \_\_\_\_\_ % Multimanager Large Cap Growth  
 \_\_\_\_\_ % Multimanager Technology  
 \_\_\_\_\_ % EQ/Calvert Socially Responsible  
 \_\_\_\_\_ % EQ/Marsico Focus  
 \_\_\_\_\_ % EQ/Mergers and Acquisitions  
 \_\_\_\_\_ % EQ/Van Kampen Comstock  
 \_\_\_\_\_ % EQ/Templeton Growth  
 \_\_\_\_\_ % EQ/Davis New York Venture  
 \_\_\_\_\_ % EQ/Russell 1000 Value Index (Legg Mason Value Equity)  
 \_\_\_\_\_ % EQ/Evergreen Omega  
 \_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth  
 \_\_\_\_\_ % EQ/GAMCO Small Company Value  
 \_\_\_\_\_ % EQ/PIMCO Real Return

#### OPTION B TOTALS — MUST EQUAL 100%

\_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % = 100 %  
 Category 1 Category 2 Category 3 Category 4 TOTAL

## 10. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

## 11. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply, the application must be signed in your state of Primary Residence, unless we approve another state.

## 12. Fraud Warnings

**Arkansas/Louisiana/New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

### 13. Signature and Acknowledgements

#### GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.

#### OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 6. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 6.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 6 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- The annual reset when elected in conjunction with the GMIB may result in: a new 10-year waiting period to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset; the charge for the "greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset request I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further ratchets, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

#### Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☒ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

**X** \_\_\_\_\_  
Proposed Owner's Signature Signed at: City, State Date

**X** \_\_\_\_\_  
Proposed Annuitant's Signature (if other than Owner) Signed at: City, State Date

**X** \_\_\_\_\_  
Proposed Joint Owner's Signature (if other than Annuitant) Signed at: City, State Date

**X** \_\_\_\_\_  
Proposed Joint Annuitant's Signature (if other than Owner) Signed at: City, State Date

#### 14. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ..... ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ..... ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ..... ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty\* Member of the Armed Forces? ..... ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

\* "Active Duty" means full-time in the active military service of the United State and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

**X**

Primary Registered Representative Signature Social Security Number or Rep. Code

Print Name % ( ) - Phone Number

Client Account Number at Broker-Dealer Email Address Broker-Dealer Name

**X**

Secondary Registered Representative Signature Social Security Number or Rep. Code

Print Name % ( ) - Phone Number

**Registered Representative Use Only.** Contact your home office for program information. ☐ Option I ☐ Option II ☐ Option III  
☐ Option IV ☐ Option V (Once selected, program cannot be changed.)

**AXA EQUITABLE****AXA Equitable Life Insurance Company**Enrollment Form/Application  
**Accumulator® Elite<sup>SM</sup>****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

**Please make checks payable to: AXA Equitable****First-Class Mail:** AXA Equitable, Accumulator, P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, Accumulator, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call [888-517-9900]****www.axadistributors.com****1. Contract Specifics****A. Type of Contract** (Please choose one.)

- ☒ Non-Qualified (NQ)
 ☐ Traditional IRA
 ☐ Roth IRA
 ☐ Qualified Plan Defined Contribution (DC)<sup>1</sup>
☐ Qualified Plan Defined Benefit (DB)<sup>1</sup>
☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)<sup>2</sup>
☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)<sup>2</sup>
☐ Non-spousal QP Direct Rollover to an Inherited IRA BCO<sup>2</sup>

<sup>1</sup> EEB is not available.<sup>2</sup> GMB and Special DCA are not available.**B. Total Initial Contribution(s): \$ \_\_\_\_\_****Specify Method(s) of Payment:**

- ☒ Check or Wire
 ☐ 1035 Exchange (from Single Owner Contract, NQ only)
 ☐ 1035 Exchange (from Joint Owner Contract, NQ only)
 ☐ CD or Mutual Fund Proceeds (NQ only)
 ☐ Direct Transfer (IRA or Roth)
 ☐ Rollover (IRA or Roth)
 ☐ Direct Rollover (Non-Spousal QP to Inherited IRA only)

**2. Account Registration (Please print)****A. Owner (Must be legal resident of US.)**

- ☒ Individual
 ☐ Trust
 ☐ Qualified Plan Trust (DC/DB)
 ☐ UGMA/UTMA (State \_\_\_\_\_ Child's SSN \_\_\_\_\_)
 ☐ Custodian (IRA/Roth)
 ☐ Other Non-Natural Owner
 ☐ Beneficiary of Deceased IRA Owner

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_ **Daytime Phone #** \_\_\_\_\_

**Name (First) (Middle Initial) (Last)** \_\_\_\_\_ **Taxpayer Identification Number (Please check one.)** ☐ SSN ☐ EIN ☐ ITIN

**U.S.A. Primary Residential Address only — No P.O. Box Permitted** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP Code** \_\_\_\_\_
**If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.**
**Email Address** \_\_\_\_\_
**B. Joint Owner (Must be legal resident of US.)**

- The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_

**Name (First) (Middle Initial) (Last)** \_\_\_\_\_ **Taxpayer Identification Number (Please check one.)** ☐ SSN ☐ ITIN

**U.S.A. Primary Residential Address only — No P.O. Box Permitted** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP Code** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**C. Annuitant (If other than Owner.)**

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**3. Patriot Act Information**

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) \_\_\_\_\_

3. Your Occupation \_\_\_\_\_ 4. Your Employer \_\_\_\_\_

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)****A. Primary**

1. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

2. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

3. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

**B. Contingent**

1. \_\_\_\_\_ %  
Contingent Beneficiary Name

2. \_\_\_\_\_ %  
Contingent Beneficiary Name

3. \_\_\_\_\_ %  
Contingent Beneficiary Name

**5. Special Instructions**

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 6. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 7 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

### A. Guaranteed Minimum Income Benefit (GMIB)



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section. You may ONLY pick GMIB I or GMIB II, not both.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages [20-75]

Choose One:

#### 1. GMIB I with Annual Reset

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB I and Standard GMDB

Choose One:

#### 2. GMIB II with Annual Reset

- If you elect GMIB II, you must elect Option A in Section 9.
- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB II and Standard GMDB

### Annual Reset Election — Optional

- ☐ **Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year \_\_\_\_\_ only. I understand that resets will only occur during this time period if I am eligible.

If you elected GMIB, skip to Section 6C for the opportunity to elect EEB, otherwise, proceed to Section 7.

### B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.
- For Owner issue ages [76-85] the Certificate/Contract will be issued with Standard GMDB.
- ☐ Standard — Owner issue ages [0-85]
- ☐ Annual Ratchet — Owner issue ages [0-75]

### C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB — Owner issue ages [0-75]

## 7. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

## 8. Dollar Cost Averaging (Optional)

**Dollar Cost Averaging (DCA) options** — You may choose either Special or General Dollar Cost Averaging.

- In Section 9 Option A, you must complete the DCA Allocation Column for amounts to be transferred (must total 100%).
- Your DCA option is elected below and if you have elected Option A and are not allocating 100% of your initial contribution to a DCA option, the balance of your initial contribution is allocated among the Investment Selections in Section 9 Option A.
- Your DCA contribution will be transferred to the Investment Selections in Section 9 Option A according to the instructions below.

**A. Special Dollar Cost Averaging (Special DCA)** — Check box for one time period and specify an allocation percentage or dollar amount.

- If electing Investment Selection Option B in Section 9, you must allocate your entire Contribution to a Special DCA option as indicated in 8A below. Your Special DCA Contribution will be transferred according to your Contribution Allocation percentage.
- If allocating 100% of your initial contribution to Special DCA in 8A below, your requirement to complete the Contribution Allocation Column is fulfilled.
- If electing Investment Selection Option A in Section 9 and only allocating a portion of your initial contribution to Special DCA in 8A below, you must ALSO complete the initial Contribution Allocation Column for the remaining amount of your initial contribution (Column must total 100%).
- **Note:** Not available with Inherited IRA/Roth IRA.

- ☐ 3-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_
- ☐ 6-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_
- ☐ 12-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_

**B. General Dollar Cost Averaging (General DCA)** You may choose only one of the options listed below.

1. ☐ **Guaranteed Interest Option (GIO) — Interest Sweep Option**

- By selecting the box above (GIO – Interest Sweep Option), up to **[25%]** of your contribution may be allocated to the GIO and the interest will sweep monthly to the funds selected.
- For your initial contribution, you must complete Contribution Allocation (must total 100%) including an allocation to the GIO. The amount allocated to the GIO must be a minimum of **[\$7,500]** but may not exceed **[25%]** of your contribution.
- You must complete the DCA Allocation Column for the amounts to be transferred (must total 100%).
- If electing Option A you must complete the DCA Allocation Column for the amounts to be transferred (Column must total 100%).
- **The maximum allocation to the GIO is [25%] of your contribution.**

2. **Fixed Period Option —**

- Check one of the boxes below for the Investment Selection from which funds will be transferred monthly and specify the transfer period in the blank.

Choose one: ☐ **GIO** \_\_\_\_ (months) or ☐ **EQ/Money Market** \_\_\_\_ (months)

- If selecting the GIO box above, up to **[25%]** of your contribution may be allocated to the GIO, which will then DCA to the funds selected in the DCA Allocation Column.
- If selecting the EQ/Money Market box above, up to 100% of your contribution may be allocated to the EQ/Money Market Column which will then DCA to the funds selected in the DCA Allocation Column.
- For your initial contribution, you must complete the Contribution Allocation Column (must total 100%) including a minimum allocation of **[\$5,000]** to either the GIO or the EQ/Money Market. The amount allocated to GIO may not exceed **[25%]** of your contribution.
- **The maximum allocation to the GIO is [25%] of your contribution.**

## 9. Investment Selection

**Contribution Allocation** — You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation column, which must total 100%. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

**DCA Allocation** — See instructions in Section 8.

**If GMIB II was elected you MUST choose Option A.**

Contribution Allocation % (Required)	<b>Option A:</b>	DCA Allocation % (Optional)
<b>Fixed Account</b> — Percentages must be whole numbers		
_____ %	Guaranteed Interest Option (GIO)	_____ %
<i>The maximum allocation to GIO is 25% of your Contribution.</i>		
<b>Variable Investment Options</b> — Percentages must be whole numbers		
<b>Asset Allocation</b>		
_____ %	AXA Conservative Allocation	_____ %
_____ %	AXA Conservative-Plus Allocation	_____ %
_____ %	AXA Moderate Allocation	_____ %
_____ %	AXA Moderate-Plus Allocation	_____ %
_____ %	EQ/American Core Growth Allocation	_____ %
_____ %	EQ/American Core Allocation	_____ %
_____ %	EQ/American Balanced Allocation	_____ %
_____ %	EQ/Money Market	_____ %
_____ %	Index Allocation Fund	_____ %

### Option B:

Under Option B, amounts are automatically rebalanced on a quarterly basis, based on your Contract Year.

Contribution  
Allocation %  
(Required)

**Fixed Account** — Percentages must be whole numbers

\_\_\_\_\_ % Guaranteed Interest Option (GIO)

*The maximum allocation to GIO is 25% of your Contribution.*

#### Category 1:

**Fixed Income** — You must allocate at least 20% of your Contribution to this Investment Option Category

\_\_\_\_\_ % Bond Fund  
 \_\_\_\_\_ % EQ/Intermediate Government Bond Index  
 \_\_\_\_\_ % EQ/Long Term Bond  
 \_\_\_\_\_ % EQ/Short Duration Bond  
 \_\_\_\_\_ % EQ/Quality Bond PLUS  
 \_\_\_\_\_ % Multimanager Core Bond  
 \_\_\_\_\_ % U.S. Government/AAA-Rated Securities Bond Fund

#### Category 2:

**Core Diversified Equity** — You may allocate up to 80% of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category.

\_\_\_\_\_ % AXA Aggressive Allocation  
 \_\_\_\_\_ % EQ/AllianceBernstein Common Stock  
 \_\_\_\_\_ % EQ/AllianceBernstein Large Gap Growth (RTY 1000)  
 \_\_\_\_\_ % EQ/BlackRock Basic Value Equity  
 \_\_\_\_\_ % EQ/Boston Advisors Equity Income  
 \_\_\_\_\_ % EQ/Capital Guardian Research  
 \_\_\_\_\_ % EQ/Equity 500 Index  
 \_\_\_\_\_ % EQ/Franklin Templeton Founding Strategy  
 \_\_\_\_\_ % EQ/JPMorgan Value Opportunities  
 \_\_\_\_\_ % EQ/Large Cap Core PLUS  
 \_\_\_\_\_ % EQ/Large Cap Growth PLUS

Contribution  
Allocation %  
(Required)

\_\_\_\_\_ % EQ/Large Cap Value  
 \_\_\_\_\_ % EQ/Lord Abbett Growth and Income  
 \_\_\_\_\_ % EQ/Lord Abbett Large Cap Core  
 \_\_\_\_\_ % EQ/Oppenheimer Main Street Opportunity  
 \_\_\_\_\_ % EQ/T. Rowe Price Growth Stock  
 \_\_\_\_\_ % EQ/UBS Growth and Income  
 \_\_\_\_\_ % Multimanager Large Cap Core Equity  
 \_\_\_\_\_ % Multimanager Large Cap Value

#### Category 3:

**Small/Mid Cap** — You may allocate up to 30% of your Contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

\_\_\_\_\_ % Multimanager Mid Cap Growth  
 \_\_\_\_\_ % Multimanager Mid Cap Value  
 \_\_\_\_\_ % Multimanager Small Cap Value  
 \_\_\_\_\_ % Multimanager Small Cap Growth  
 \_\_\_\_\_ % EQ/AllianceBernstein Small Cap Growth  
 \_\_\_\_\_ % EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)  
 \_\_\_\_\_ % EQ/Small Company Index  
 \_\_\_\_\_ % EQ/Oppenheimer Main Street Small Cap  
 \_\_\_\_\_ % EQ/Mid Cap Value PLUS  
 \_\_\_\_\_ % Global Discovery Fund  
 \_\_\_\_\_ % Multimanager International Equity  
 \_\_\_\_\_ % EQ/AllianceBernstein International  
 \_\_\_\_\_ % EQ/International Core PLUS  
 \_\_\_\_\_ % EQ/BlackRock International Value  
 \_\_\_\_\_ % EQ/International Growth  
 \_\_\_\_\_ % EQ/Oppenheimer Global  
 \_\_\_\_\_ % Global Growth and Income Fund  
 \_\_\_\_\_ % Global Growth Fund  
 \_\_\_\_\_ % International Fund

#### Category 4:

**Specialty** — You may allocate up to XX% of your Contribution to this Investment Option Category. You may not exceed 5% per fund within this Category.

\_\_\_\_\_ % Multimanager Aggressive Equity  
 \_\_\_\_\_ % Multimanager Large Cap Growth  
 \_\_\_\_\_ % Multimanager Technology  
 \_\_\_\_\_ % EQ/Calvert Socially Responsible  
 \_\_\_\_\_ % EQ/Marsico Focus  
 \_\_\_\_\_ % EQ/Mergers and Acquisitions  
 \_\_\_\_\_ % EQ/Van Kampen Comstock  
 \_\_\_\_\_ % EQ/Templeton Growth  
 \_\_\_\_\_ % EQ/Davis New York Venture  
 \_\_\_\_\_ % EQ/Russell 1000 Value Index (Legg Mason Value Equity)  
 \_\_\_\_\_ % EQ/Evergreen Omega  
 \_\_\_\_\_ % EQ/Van Kampen Mid Cap Growth  
 \_\_\_\_\_ % EQ/GAMCO Small Company Value  
 \_\_\_\_\_ % EQ/PIMCO Real Return

#### OPTION B TOTALS — MUST EQUAL 100%

\_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % = 100 %  
 Category 1    Category 2    Category 3    Category 4    TOTAL

## 10. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

## 11. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply, the application must be signed in your state of Primary Residence, unless we approve another state.

## 12. Fraud Warnings

**Arkansas/Louisiana/New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

### 13. Signature and Acknowledgements

#### GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.

#### OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 6. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 6.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 6 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- The annual reset when elected in conjunction with the GMIB may result in: a new 10-year waiting period to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset; the charge for the "greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset request I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further ratchets, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator Elite. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

#### Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☒ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

**X**

Proposed Owner's Signature Signed at:

City, State

Date

**X**

Proposed Annuitant's Signature (if other than Owner) Signed at:

City, State

Date

**X**

Proposed Joint Owner's Signature (if other than Annuitant) Signed at:

City, State

Date

**X**

Proposed Joint Annuitant's Signature (if other than Owner) Signed at:

City, State

Date

#### 14. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ..... ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ..... ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ..... ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty\* Member of the Armed Forces? ..... ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

\* "Active Duty" means full-time in the active military service of the United State and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

**X**

Primary Registered Representative Signature	Social Security Number	or	Rep. Code
_____	_____	_____ % ( ) -	_____
Print Name			Phone Number
Client Account Number at Broker-Dealer	Email Address		Broker-Dealer Name
_____	_____		_____

**X**

Secondary Registered Representative Signature	Social Security Number	or	Rep. Code
_____	_____	_____ % ( ) -	_____
Print Name			Phone Number

**Registered Representative Use Only.** Contact your home office for program information. ☐ Option I ☐ Option II ☐ Option III  
☐ Option IV (Once selected, program cannot be changed.)

**AXA EQUITABLE****AXA Equitable Life Insurance Company****Enrollment Form/Application  
Accumulator® Plus<sup>SM</sup>****Combination fixed and variable deferred annuity**

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

**Please make checks payable to: AXA Equitable****First-Class Mail:** AXA Equitable, Accumulator, P.O. Box 1577, Secaucus, NJ 07096-1577**Express Mail:** AXA Equitable, Accumulator, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619**For assistance, please call 888-517-9900****www.axadistributors.com****1. Contract Specifics****A. Type of Contract** (Please choose one.)☒ Non-Qualified (NQ)☐ Traditional IRA☐ Roth IRA☐ Qualified Plan Defined Contribution (DC)<sup>1</sup>☐ Qualified Plan Defined Benefit (DB)<sup>1</sup><sup>1</sup> EEB is not available.**B. Total Initial Contribution(s): \$** \_\_\_\_\_**Expected First Year Contribution<sup>2</sup>: \$** \_\_\_\_\_<sup>2</sup> The Amount entered determines the Accumulator Plus Credit Percentage and assumes multiple Contributions will be made (see Section 12).**Specify Method(s) of Payment:**☒ Check or Wire☐ 1035 Exchange (from Single Owner Contract, NQ only)☐ 1035 Exchange (from Joint Owner Contract, NQ only)☐ CD or Mutual Fund Proceeds (NQ only)☐ Direct Transfer (IRA or Roth)☐ Rollover (IRA or Roth)**2. Account Registration (Please print)****A. Owner (Must be legal resident of US.)**☒ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State \_\_\_\_\_ Child's SSN \_\_\_\_\_)☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_ **Daytime Phone #** \_\_\_\_\_**Name (First) (Middle Initial) (Last)** \_\_\_\_\_ **Taxpayer Identification Number (Please check one.)** ☐ SSN ☐ EIN ☐ ITIN**U.S.A. Primary Residential Address only — No P.O. Box Permitted** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP Code** \_\_\_\_\_**If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.****Email Address** \_\_\_\_\_**B. Joint Owner (Must be legal resident of US.)**

• The individual designated below is the Joint Owner.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** \_\_\_\_\_**Name (First) (Middle Initial) (Last)** \_\_\_\_\_ **Taxpayer Identification Number (Please check one.)** ☐ SSN ☐ ITIN**U.S.A. Primary Residential Address only — No P.O. Box Permitted** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP Code** \_\_\_\_\_**Email Address** \_\_\_\_\_

**C. Annuitant (If other than Owner.)**

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**3. Patriot Act Information**

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) \_\_\_\_\_

3. Your Occupation \_\_\_\_\_ 4. Your Employer \_\_\_\_\_

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)****A. Primary**

1. \_\_\_\_\_ %

Primary Beneficiary Name

Relationship to Owner

2. \_\_\_\_\_ %

Primary Beneficiary Name

Relationship to Owner

3. \_\_\_\_\_ %

Primary Beneficiary Name

Relationship to Owner

**B. Contingent**

1. \_\_\_\_\_ %

Contingent Beneficiary Name

2. \_\_\_\_\_ %

Contingent Beneficiary Name

3. \_\_\_\_\_ %

Contingent Beneficiary Name

**5. Special Instructions**

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 6. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 7 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

### A. Guaranteed Minimum Income Benefit (GMIB)



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section. You may ONLY pick GMIB I or GMIB II, not both.

- GMIB is declined unless "Yes" is checked below.
- Owner issue ages 20-70.

Choose One:

#### 1. GMIB I with Annual Reset

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Annual Ratchet to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB I and Standard GMDB

Choose One:

#### 2. GMIB II with Annual Reset

- If you elect GMIB II, you must elect Option A in Section 9.
- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Annual Ratchet to Age 85 GMDB
- ☐ Yes, I wish to elect GMIB II and Standard GMDB

### Annual Reset Election — Optional

- ☐ **Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
- ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year \_\_\_\_\_ only. I understand that resets will only occur during this time period if I am eligible.

If you elected GMIB, skip to Section 6C for the opportunity to elect EEB, otherwise, proceed to Section 7.

### B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.

- ☐ Standard — Owner issue ages 0-70
- ☐ Annual Ratchet — Owner issue ages 0-70

### C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB — Owner issue ages 0-70.

## 7. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

## 8. Dollar Cost Averaging (Optional)

**Dollar Cost Averaging (DCA) options** — You may choose either Special Money Market or General Dollar Cost Averaging.

- In Section 9 Option A, you must complete the DCA Allocation Column for amounts to be transferred (must total 100%).
- Your DCA option is elected below and if you have elected Option A and are not allocating 100% of your initial contribution to a DCA option, the balance of your initial contribution is allocated among the Investment Selections in Section 9 Option A.
- Your DCA contribution will be transferred to the Investment Selections in Section 9 Option A according to the instructions below.

**A. Special Money Market Dollar Cost Averaging (Special Money Market DCA)** — Check box for one time period and specify an allocation percentage or dollar amount.

- If electing Investment Selection Option B in Section 9, you must allocate your entire Contribution to a Special Money Market DCA option as indicated in 8A below. Your Special Money Market DCA Contribution will be transferred according to your Contribution Allocation percentage.
- If allocating 100% of your initial contribution to Special Money Market DCA in 8A below, your requirement to complete the Contribution Allocation Column is fulfilled.
- If electing Investment Selection Option A in Section 9 and only allocating a portion of your initial contribution to Special Money Market DCA in 8A below, you must ALSO complete the initial Contribution Allocation Column for the remaining amount of your initial contribution (Column must total 100%).
- **Note:** Not available with Inherited IRA/Roth IRA.

☐ 3-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_

☐ 6-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_

☐ 12-months: **100% Allocation** or \_\_\_\_% or \$ \_\_\_\_\_

**B. General Dollar Cost Averaging (General DCA)** You may choose only one of the options listed below.

1. ☐ **Guaranteed Interest Option (GIO) — Interest Sweep Option**

- By selecting the box above (GIO – Interest Sweep Option), up to 25% of your contribution may be allocated to the GIO and the interest will sweep monthly to the funds selected.
- For your initial contribution, you must complete Contribution Allocation (must total 100%) including an allocation to the GIO. The amount allocated to the GIO must be a minimum of \$7,500 but may not exceed 25% of your contribution.
- You must complete the DCA Allocation Column for the amounts to be transferred (must total 100%).
- If electing Option A you must complete the DCA Allocation Column for the amounts to be transferred (Column must total 100%).
- **The maximum allocation to the GIO is 25% of your contribution.**

2. **Fixed Period Option** —

- Check one of the boxes below for the Investment Selection from which funds will be transferred monthly and specify the transfer period in the blank.

Choose one: ☐ **GIO** \_\_\_\_ (months) or ☐ **EQ/Money Market** \_\_\_\_ (months)

- If selecting the GIO box above, up to 25% of your contribution may be allocated to the GIO, which will then DCA to the funds selected in the DCA Allocation Column.
- If selecting the EQ/Money Market box above, up to 100% of your contribution may be allocated to the EQ/Money Market Column which will then DCA to the funds selected in the DCA Allocation Column.
- For your initial contribution, you must complete the Contribution Allocation Column (must total 100%) including a minimum allocation of \$5,000 to either the GIO or the EQ/Money Market. The amount allocated to GIO may not exceed 25% of your contribution.
- **The maximum allocation to the GIO is 25% of your contribution.**

## 9. Investment Selection

**Contribution Allocation** — You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation column, which must total 100%. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

**DCA Allocation** — See instructions in Section 8.

**If GMIB II was elected you MUST choose Option A.**

Contribution Allocation % (Required)	Option A:	DCA Allocation % (Optional)
--	-----------	-----------------------------------

**Fixed Account** — Percentages must be whole numbers

\_\_\_\_\_ % Guaranteed Interest Option (GIO) \_\_\_\_\_ %

**The maximum allocation to GIO is 25% of your Contribution.**

**Variable Investment Options** — Percentages must be whole numbers

### Asset Allocation

_____ %	AXA Conservative Allocation	_____ %
_____ %	AXA Conservative-Plus Allocation	_____ %
_____ %	AXA Moderate Allocation	_____ %
_____ %	AXA Moderate-Plus Allocation	_____ %
_____ %	EQ/American Core Growth Allocation	_____ %
_____ %	EQ/American Core Allocation	_____ %
_____ %	EQ/American Balanced Allocation	_____ %
_____ %	EQ/Money Market	_____ %
_____ %	Index Allocation Fund	_____ %

### Option B:

Under Option B, amounts are automatically rebalanced on a quarterly basis, based on your Contract Year.

Contribution  
Allocation %  
(Required)

**Fixed Account** — Percentages must be whole numbers

\_\_\_\_\_ % Guaranteed Interest Option (GIO)

**The maximum allocation to GIO is 25% of your Contribution.**

### Category 1:

**Fixed Income** — You must allocate at least 20% of your Contribution to this Investment Option Category.

_____ %	Bond Fund
_____ %	EQ/Intermediate Government Bond Index
_____ %	EQ/Long Term Bond
_____ %	EQ/Short Duration Bond
_____ %	EQ/Quality Bond PLUS
_____ %	Multimanager Core Bond
_____ %	U.S. Government/AAA-Rated Securities Bond Fund

### Category 2:

**Core Diversified Equity** — You may allocate up to 80% of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category.

_____ %	AXA Aggressive Allocation
_____ %	EQ/AllianceBernstein Common Stock
_____ %	EQ/AllianceBernstein Large Cap Growth (RTY 1000)
_____ %	EQ/BlackRock Basic Value Equity
_____ %	EQ/Boston Advisors Equity Income
_____ %	EQ/Capital Guardian Research
_____ %	EQ/Equity 500 Index
_____ %	EQ/Franklin Templeton Founding Strategy
_____ %	EQ/JPMorgan Value Opportunities
_____ %	EQ/Large Cap Core PLUS
_____ %	EQ/Large Cap Growth PLUS

Contribution  
Allocation %  
(Required)

_____ %	EQ/Large Cap Value
_____ %	EQ/Lord Abbett Growth and Income
_____ %	EQ/Lord Abbett Large Cap Core
_____ %	EQ/Oppenheimer Main Street Opportunity
_____ %	EQ/T. Rowe Price Growth Stock
_____ %	EQ/UBS Growth and Income
_____ %	Multimanager Large Cap Core Equity
_____ %	Multimanager Large Cap Value

### Category 3:

**Small/Mid Cap** — You may allocate up to 30% of your Contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

_____ %	Multimanager Mid Cap Growth
_____ %	Multimanager Mid Cap Value
_____ %	Multimanager Small Cap Value
_____ %	Multimanager Small Cap Growth
_____ %	EQ/AllianceBernstein Small Cap Growth
_____ %	EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)
_____ %	EQ/Small Company Index
_____ %	EQ/Oppenheimer Main Street Small Cap
_____ %	EQ/Mid Cap Value PLUS
_____ %	Global Discovery Fund
_____ %	Multimanager International Equity
_____ %	EQ/AllianceBernstein International
_____ %	EQ/International Core PLUS
_____ %	EQ/BlackRock International Value
_____ %	EQ/International Growth
_____ %	EQ/Oppenheimer Global
_____ %	Global Growth and Income Fund
_____ %	Global Growth Fund
_____ %	International Fund

### Category 4:

**Specialty** — You may allocate up to XX% of your Contribution to this Investment Option Category. You may not exceed 5% per fund within this Category.

_____ %	Multimanager Aggressive Equity
_____ %	Multimanager Large Cap Growth
_____ %	Multimanager Technology
_____ %	EQ/Calvert Socially Responsible
_____ %	EQ/Marsico Focus
_____ %	EQ/Mergers and Acquisitions
_____ %	EQ/Van Kampen Comstock
_____ %	EQ/Templeton Growth
_____ %	EQ/Davis New York Venture
_____ %	EQ/Russell 1000 Value Index (Legg Mason Value Equity)
_____ %	EQ/Evergreen Omega
_____ %	EQ/Van Kampen Mid Cap Growth
_____ %	EQ/GAMCO Small Company Value
_____ %	EQ/PIMCO Real Return

### OPTION B TOTALS - MUST EQUAL 100%

\_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % + \_\_\_\_\_ % = 100 %  
Category 1    Category 2    Category 3    Category 4    TOTAL

## 10. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

## 11. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply, the application must be signed in your state of Primary Residence, unless we approve another state.

## 12. Fraud Warnings

**Arkansas/Louisiana/New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

### 13. Signature and Acknowledgements

#### GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- I understand that Credits will be allocated to my Account Value based on the Expected First Year Contribution Amount and that, if actual first year total Contributions are less than the amount needed to qualify for such Credits, any excess Credits will be deducted from my Account Value.

#### OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 6. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 6.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 6 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- The annual reset when elected in conjunction with the GMIB may result in: a new 10-year waiting period to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset; the charge for the "greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset request I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further ratchets, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator Plus. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

#### Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☒ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

<b>X</b>	Proposed Owner's Signature Signed at:	City, State	Date
<b>X</b>	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
<b>X</b>	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
<b>X</b>	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

#### 14. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ..... ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ..... ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ..... ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty\* Member of the Armed Forces? ..... ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

\* "Active Duty" means full-time in the active military service of the United State and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

**X**

Primary Registered Representative Signature Social Security Number or Rep. Code

Print Name % ( ) - Phone Number

Client Account Number at Broker-Dealer Email Address Broker-Dealer Name

**X**

Secondary Registered Representative Signature Social Security Number or Rep. Code

Print Name % ( ) - Phone Number

**Registered Representative Use Only.** Contact your home office for program information. ☐ Option I ☐ Option II ☐ Option III  
(Once selected, program cannot be changed.)



## AXA Equitable Life Insurance Company

# Enrollment Form/Application Accumulator® Select<sup>SM</sup>

### Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2006GAC and Application for Individual Contract

Please make checks payable to: AXA Equitable

**First-Class Mail:** AXA Equitable, Accumulator, P.O. Box 1577, Secaucus, NJ 07096-1577

**Express Mail:** AXA Equitable, Accumulator, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619

For assistance, please call **888-517-9900**

[www.axadistributors.com](http://www.axadistributors.com)

## 1. Contract Specifics

### A. Type of Contract (Please choose one.)

☐ Non-Qualified (NQ)

☐ Traditional IRA

☐ Roth IRA

☐ Inherited IRA BCO (Direct Transfer of Decedent IRA)<sup>1</sup>

☐ Inherited Roth IRA BCO (Direct Transfer of Decedent Roth IRA)<sup>1</sup>

☐ Non-spousal QP Direct Rollover to an Inherited IRA BCO<sup>1</sup>

<sup>1</sup> GMIB and Special Money Market DCA are not available.

### B. Total Initial Contribution(s): \$ \_\_\_\_\_

#### Specify Method(s) of Payment:

☐ Check or Wire

☐ 1035 Exchange (from Single Owner Contract, NQ only)

☐ 1035 Exchange (from Joint Owner Contract, NQ only)

☐ CD or Mutual Fund Proceeds (NQ only)

☐ Direct Transfer (IRA or Roth)

☐ Rollover (IRA or Roth)

☐ Direct Rollover (Non-Spousal QP to Inherited IRA only)

## 2. Account Registration (Please print)

### A. Owner (Must be legal resident of US.)

☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State \_\_\_\_\_ Child's SSN \_\_\_\_\_)

☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner

☐ Male ☐ Female

Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Daytime Phone # \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 5.

Email Address \_\_\_\_\_

### B. Joint Owner (Must be legal resident of US.)

• The individual designated below is the Joint Owner.

☐ Male ☐ Female

Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Email Address \_\_\_\_\_

**C. Annuitant (If other than Owner.)**

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Name (First) (Middle Initial) (Last) \_\_\_\_\_ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**3. Patriot Act Information**

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No

2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) \_\_\_\_\_

3. Your Occupation \_\_\_\_\_ 4. Your Employer \_\_\_\_\_

**Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**Joint Owner Form of Identification (Please check one.)** ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**4. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)****A. Primary**

1. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

2. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

3. \_\_\_\_\_ %  
Primary Beneficiary Name

Relationship to Owner \_\_\_\_\_

**B. Contingent**

1. \_\_\_\_\_ %  
Contingent Beneficiary Name

2. \_\_\_\_\_ %  
Contingent Beneficiary Name

3. \_\_\_\_\_ %  
Contingent Beneficiary Name

**5. Special Instructions**

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 6. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 7 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

### A. Guaranteed Minimum Income Benefit (GMIB)



Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section. You may ONLY pick GMIB I or GMIB II, not both.

- GMIB is declined unless "Yes" is checked below.

- Owner issue ages [20-75]

Choose One:

#### 1. GMIB I with Annual Reset

- ☐ Yes, I wish to elect GMIB I and "Greater of" GMDB I
- ☐ Yes, I wish to elect GMIB I and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB I and Standard GMDB

Choose One:

#### 2. GMIB II with Annual Reset

- If you elect GMIB II, you must elect Option A in Section 9.
- ☐ Yes, I wish to elect GMIB II and "Greater of" GMDB II
- ☐ Yes, I wish to elect GMIB II and Annual Ratchet to Age [85] GMDB
- ☐ Yes, I wish to elect GMIB II and Standard GMDB

### Annual Reset Election — Optional

1. ☐ **Automatic Reset Program** Reset my Roll Up Benefit Base(s) every year that I am eligible.
2. ☐ **Customized Reset Program** Reset my Roll Up Benefit Base(s) each year up to and including the contract anniversary date in the year \_\_\_\_\_ only. I understand that resets will only occur during this time period if I am eligible.

If you elected GMIB, skip to Section 6C for the opportunity to elect EEB, otherwise, proceed to Section 7.

### B. Guaranteed Minimum Death Benefit (GMDB)



If you elected GMIB do not complete this section.

- If you did not elect GMIB, this section is MANDATORY.

- For Owner issue ages [76-85] the Certificate/Contract will be issued with Standard GMDB.

- ☐ Standard — Owner issue ages [0-85]
- ☐ Annual Ratchet — Owner issue ages [0-75]

### C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- ☐ Yes, I wish to elect the EEB — Owner issue ages [0-75]

## 7. Broker Transfer Authorization

☐ **Yes**, by signing this application, I hereby designate my registered representative named in Section 14 to act as my agent in giving subaccount transfer instructions by telephone or electronically, and I authorize AXA Equitable to act on such instructions. I understand that AXA Equitable (i) may rely in good faith on the stated identity of a person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as it receives my written notification of a change at its processing office. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

## 8. Dollar Cost Averaging (Optional)

**Dollar Cost Averaging (DCA) options** — You may choose either Special Money Market or General Dollar Cost Averaging.

- In Section 9 Option A, you must complete the DCA Allocation Column for amounts to be transferred (must total 100%).
- Your DCA option is elected below and if you have elected Option A and are not allocating 100% of your initial contribution to a DCA option, the balance of your initial contribution is allocated among the Investment Selections in Section 9 Option A.
- Your DCA contribution will be transferred to the Investment Selections in Section 9 Option A according to the instructions below.

**A. Special Money Market Dollar Cost Averaging (Special Money Market DCA)** — Check box for one time period and specify an allocation percentage or dollar amount.

- If electing Investment Selection Option B in Section 9, you must allocate your entire Contribution to a Special Money Market DCA option as indicated in 8A below. Your Special Money Market DCA Contribution will be transferred according to your Contribution Allocation percentage.
- If allocating 100% of your initial contribution to Special Money Market DCA in 8A below, your requirement to complete the Contribution Allocation Column is fulfilled.
- If electing Investment Selection Option A in Section 9 and only allocating a portion of your initial contribution to Special Money Market DCA in 8A below, you must ALSO complete the initial Contribution Allocation Column for the remaining amount of your initial contribution (Column must total 100%).
- **Note:** Not available with Inherited IRA/Roth IRA.

- ☐ 3-months: **100% Allocation** or \_\_\_\_ % or \$ \_\_\_\_\_
- ☐ 6-months: **100% Allocation** or \_\_\_\_ % or \$ \_\_\_\_\_
- ☐ 12-months: **100% Allocation** or \_\_\_\_ % or \$ \_\_\_\_\_

**B. General Dollar Cost Averaging (General DCA)** You may choose only one of the options listed below.

1. ☐ **Guaranteed Interest Option (GIO) — Interest Sweep Option**

- By selecting the box above (GIO – Interest Sweep Option), up to **[25%]** of your contribution may be allocated to the GIO and the interest will sweep monthly to the funds selected.
- For your initial contribution, you must complete Contribution Allocation (must total 100%) including an allocation to the GIO. The amount allocated to the GIO must be a minimum of **[\$7,500]** but may not exceed **[25%]** of your contribution.
- You must complete the DCA Allocation Column for the amounts to be transferred (must total 100%).
- If electing Option A you must complete the DCA Allocation Column for the amounts to be transferred (Column must total 100%).
- **The maximum allocation to the GIO is [25%] of your contribution.**

2. **Fixed Period Option** —

- Check one of the boxes below for the Investment Selection from which funds will be transferred monthly and specify the transfer period in the blank.

Choose one: ☐ **GIO** \_\_\_\_ (months) or ☐ **EQ/Money Market** \_\_\_\_ (months)

- If selecting the GIO box above, up to **[25%]** of your contribution may be allocated to the GIO, which will then DCA to the funds selected in the DCA Allocation Column.
- If selecting the EQ/Money Market box above, up to 100% of your contribution may be allocated to the EQ/Money Market Column which will then DCA to the funds selected in the DCA Allocation Column.
- For your initial contribution, you must complete the Contribution Allocation Column (must total 100%) including a minimum allocation of **[\$5,000]** to either the GIO or the EQ/Money Market. The amount allocated to GIO may not exceed **[25%]** of your contribution.
- **The maximum allocation to the GIO is [25%] of your contribution.**

## 9. Investment Selection

**Contribution Allocation** — You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation column, which must total 100%. All future Contributions will be allocated according to the percentages below unless instructed otherwise by you.

**DCA Allocation** — See instructions in Section 8.

**If GMIIB II was elected you MUST choose Option A.**

Contribution Allocation % (Required)	<b>Option A:</b>	DCA Allocation % (Optional)
<b>Fixed Account</b> — Percentages must be whole numbers		
_____ %	Guaranteed Interest Option (GIO)	_____ %
<i>The maximum allocation to GIO is 25% of your Contribution.</i>		
<b>Variable Investment Options</b> — Percentages must be whole numbers		
<b>Asset Allocation</b>		
_____ %	AXA Conservative Allocation	_____ %
_____ %	AXA Conservative-Plus Allocation	_____ %
_____ %	AXA Moderate Allocation	_____ %
_____ %	AXA Moderate-Plus Allocation	_____ %
_____ %	EQ/American Core Growth Allocation	_____ %
_____ %	EQ/American Core Allocation	_____ %
_____ %	EQ/American Balanced Allocation	_____ %
_____ %	EQ/Money Market	_____ %
_____ %	Index Allocation Fund	_____ %

### Option B:

Under Option B, amounts are automatically rebalanced on a quarterly basis, based on your Contract Year.

Contribution Allocation % (Required)	
<b>Fixed Account</b> — Percentages must be whole numbers	
_____ %	Guaranteed Interest Option (GIO)
<i>The maximum allocation to GIO is 25% of your Contribution.</i>	

#### Category 1:

**Fixed Income** — You must allocate at least 20% of your Contribution to this Investment Option Category.

_____ %	Bond Fund
_____ %	EQ/Intermediate Government Bond Index
_____ %	EQ/Long Term Bond
_____ %	EQ/Short Duration Bond
_____ %	EQ/Quality Bond PLUS
_____ %	Multimanager Core Bond
_____ %	U.S. Government/AAA-Rated Securities Bond Fund

#### Category 2:

**Core Diversified Equity** — You may allocate up to 80% of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category.

_____ %	AXA Aggressive Allocation
_____ %	EQ/AllianceBernstein Common Stock
_____ %	EQ/AllianceBernstein Large Gap Growth (RTY 1000)
_____ %	EQ/BlackRock Basic Value Equity
_____ %	EQ/Boston Advisors Equity Income
_____ %	EQ/Capital Guardian Research
_____ %	EQ/Equity 500 Index
_____ %	EQ/Franklin Templeton Founding Strategy
_____ %	EQ/JPMorgan Value Opportunities
_____ %	EQ/Large Cap Core PLUS
_____ %	EQ/Large Cap Growth PLUS

Contribution Allocation % (Required)	
_____ %	EQ/Large Cap Value
_____ %	EQ/Lord Abbett Growth and Income
_____ %	EQ/Lord Abbett Large Cap Core
_____ %	EQ/Oppenheimer Main Street Opportunity
_____ %	EQ/T. Rowe Price Growth Stock
_____ %	EQ/UBS Growth and Income
_____ %	Multimanager Large Cap Core Equity
_____ %	Multimanager Large Cap Value

#### Category 3:

**Small/Mid Cap** — You may allocate up to 30% of your Contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

_____ %	Multimanager Mid Cap Growth
_____ %	Multimanager Mid Cap Value
_____ %	Multimanager Small Cap Value
_____ %	Multimanager Small Cap Growth
_____ %	EQ/AllianceBernstein Small Cap Growth
_____ %	EQ/Mid Cap 400 Index Fund (EQ/FI Mid Cap)
_____ %	EQ/Small Company Index
_____ %	EQ/Oppenheimer Main Street Small Cap
_____ %	EQ/Mid Cap Value PLUS
_____ %	Global Discovery Fund
_____ %	Multimanager International Equity
_____ %	EQ/AllianceBernstein International
_____ %	EQ/International Core PLUS
_____ %	EQ/BlackRock International Value
_____ %	EQ/International Growth
_____ %	EQ/Oppenheimer Global
_____ %	Global Growth and Income Fund
_____ %	Global Growth Fund
_____ %	International Fund

#### Category 4:

**Specialty** — You may allocate up to XX% of your Contribution to this Investment Option Category. You may not exceed 5% per fund within this Category.

_____ %	Multimanager Aggressive Equity
_____ %	Multimanager Large Cap Growth
_____ %	Multimanager Technology
_____ %	EQ/Calvert Socially Responsible
_____ %	EQ/Marsico Focus
_____ %	EQ/Mergers and Acquisitions
_____ %	EQ/Van Kampen Comstock
_____ %	EQ/Templeton Growth
_____ %	EQ/Davis New York Venture
_____ %	EQ/Russell 1000 Value Index (Legg Mason Value Equity)
_____ %	EQ/Evergreen Omega
_____ %	EQ/Van Kampen Mid Cap Growth
_____ %	EQ/GAMCO Small Company Value
_____ %	EQ/PIMCO Real Return

### OPTION B TOTALS — MUST EQUAL 100%

_____ %	_____ %	_____ %	_____ %	=	100 %
Category 1	Category 2	Category 3	Category 4	TOTAL	

## 10. Current Insurance

1. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued?

☐ Yes ☐ No

If **Yes**, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

## 11. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply, the application must be signed in your state of Primary Residence, unless we approve another state.

## 12. Fraud Warnings

**Arkansas/Louisiana/New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Maine/Tennessee/Virginia:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **All other states:** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

### 13. Signature and Acknowledgements

#### GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the variable investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.

#### OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 6. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in Section 6.
- Withdrawals under the Certificate/Contract may reduce my Benefit Base.
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in Section 6 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- The annual reset when elected in conjunction with the GMIB may result in: a new 10-year waiting period to exercise the GMIB, which may be started beginning on each Contract Date Anniversary that the Roll Up Benefit Base is reset; the charge for the "greater of" GMDB and the GMIB may increase depending on the terms of my Certificate/Contract as of the Contract Date Anniversary following each reset. If my Annuity Account Value does not exceed my GMIB Rollup to age 85 benefit base on any Contract Anniversary, no reset will occur. To cancel my reset request I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 30 days prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the roll up benefit base is based on the age of the older owner. My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday. There will be no further ratchets, roll ups or resets to my GMIB benefit base after that time.

I acknowledge that I have received the most current prospectus for Accumulator Select. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

#### Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

☐ By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

<b>X</b>	Proposed Owner's Signature Signed at:	City, State	Date
<b>X</b>	Proposed Annuitant's Signature (if other than Owner) Signed at:	City, State	Date
<b>X</b>	Proposed Joint Owner's Signature (if other than Annuitant) Signed at:	City, State	Date
<b>X</b>	Proposed Joint Annuitant's Signature (if other than Owner) Signed at:	City, State	Date

#### 14. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ..... ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ..... ☐ Yes ☐ No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ..... ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty\* Member of the Armed Forces? ..... ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

\* "Active Duty" means full-time in the active military service of the United State and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

**X**

Primary Registered Representative Signature	Social Security Number	or	Rep. Code
		%	( ) -
Print Name	Phone Number		
Client Account Number at Broker-Dealer	Email Address	Broker-Dealer Name	

**X**

Secondary Registered Representative Signature	Social Security Number	or	Rep. Code
		%	( ) -
Print Name	Phone Number		

**Registered Representative Use Only.** Contact your home office for program information. ☐ Option I ☐ Option II  
(Once selected, program cannot be changed.)

## **ENDORSEMENT APPLICABLE TO THE RIGHT TO ADD AN OPTIONAL GUARANTEED MINIMUM INCOME BENEFIT ("GMIB") RIDER**

The term "Contract" as used in this Endorsement applies either to a Contract or Certificate.

This Endorsement is part of your Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained in your Contract, except as modified below. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

### **Eligibility Requirements**

You are eligible to add the Guaranteed Minimum Income Benefit ("GMIB") Rider to your Contract after your Contract Date subject to the following conditions:

- (i) the only GMIB Rider you may add is the same rider that would have been issued on the Contract Date if you had elected it on your application for this Contract. A rider is the same rider on the "Addition Date", defined below, only if it has the identical terms and conditions, including the same maximum charge and [rollup rate].
- (ii) you elected one of the following Guaranteed Minimum Death Benefit options on your application for this Contract: 1) the Standard Guaranteed Minimum Death Benefit ("GMDB"), or 2) the Annual Ratchet to Age [85] GMDB. You may also have elected our Earnings Enhancement Benefit Rider. [If the [Principal Guarantee Benefit] Rider was issued under your Contract, then this Rider does not apply and you may not add the GMIB Rider];
- (iii) the GMIB Rider that was on your Contract Date will continue to be available for addition to this Contract for at least [90 days] from the Contract Date. That GMIB Rider will not be available for addition to this Contract after the later of the following: (i) [90 days] from the Contract Date and (ii) the date we stop issuing that GMIB Rider for new Contracts of the same class as this Contract; and,
- (iv) you must be between the ages of [20] and [74] on the GMIB Rider Addition Date described below for such request to take effect.

You may submit a request to add the GMIB Rider to your Contract to our Processing Office. If you meet the eligibility requirements, then your Rider will take effect on the Contract Date Anniversary on or following the date we receive the request. This is the "Effective Date" of your GMIB Rider. The date that the rider is added to your Contract, if such date precedes the Effective Date, is the "Addition Date" of your GMIB Rider.

**GMIB Rider Effective Date:**

As of the GMIB Rider Effective Date:

- (i) your initial GMIB Benefit Base is set to equal the Annuity Account Value; and,
- (ii) all other terms and conditions of the GMIB Rider will apply.

**AXA EQUITABLE LIFE INSURANCE COMPANY**



Christopher M. Condrón  
President and Chief Executive Officer



Karen Field Hazin, Vice President,  
Secretary and Associate General Counsel

## **GUARANTEED MINIMUM DEATH BENEFIT ("GMDB") RIDER**

### **Annual Ratchet to Age [85]**

The term "Contract" as used in this rider applies to either a Contract or Certificate. This rider is part of your Contract, and the same definitions apply to the capitalized terms. There are new definitions in this rider which are introduced below. The benefit described in this rider is subject to all the terms contained in your Contract, except as modified below. In this rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

#### **I. This Rider's Benefit**

The terms of this rider add to the Contract a Guaranteed Minimum Death Benefit Benefit Base (GMDB) as described below. The GMDB is derived from a benefit base as described below. The rider describes the computation of the Annual Ratchet to Age [85] GMDB, the cost of this rider and how this rider may terminate.

On the Contract Date, GMDB is equal to your initial Contribution. Thereafter, on each Contract Date Anniversary through the Contract Date Anniversary following the Owner's [85<sup>th</sup>] birthday, if the Annuity Account Value is greater than the current GMDB, the GMDB is reset to equal the Annuity Account Value. The GMDB is also adjusted for any subsequent Contributions and withdrawals as described under "Effects of Withdrawals" below.

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to Age [85] of the older Joint Annuitant.

#### **II. Effect of Withdrawals**

[During each Contract Year, the Annual Ratchet to Age [85] GMDB will be reduced pro rata by withdrawals.]

pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your GMDB immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your GMDB by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

#### **III. The Cost Of This Rider**

The charge for this rider is [0.30%] of your GMDB.

We will deduct the above charge(s) for the portion of any Contract Year in which this benefit is terminated pursuant to Part VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options on a pro-rata basis. If the deduction of amounts from the Variable Investment Options does not cover these charges, we will not deduct the balance of the charges from the Guaranteed Interest Option.

#### **IV. Termination Provision Of This Rider**

Upon the occurrence of any of the following, this rider and any charge associated herewith will terminate: (i) the Contract terminates, (ii) except as agreed to by us and provided in the next two sentences, the original Owner of the Contract has changed, (iii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, (iv) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (v) the Contract is annuitized, including exercise of Guaranteed Minimum Income Benefit, if applicable. However, for a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the original Annuitant. For a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Such original Owner becomes the Annuitant under the Contract at the time of ownership change. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, parent, child, adopted child, step child, brother and sister. Other relative means grandparent, grandchild, aunt, uncle, niece, nephew and in-law.

#### **AXA EQUITABLE LIFE INSURANCE COMPANY**



Christopher M. Condrón  
Chairman and Chief Executive Officer



Karen Field Hazin  
Senior Vice President, Secretary and  
Associate General Counsel

SERFF Tracking Number: ELAS-125950930 State: Arkansas  
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219  
 Company Tracking Number:  
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
 Variable and Variable  
 Product Name: ACCUMULATOR 09  
 Project Name/Number: ACCUMULATOR 09/2009DP

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Certification/Notice <b>Comments:</b> Please see attached Certification. <b>Attachments:</b> ArkansasComplianceCrt Regulation 19s 10B - Accum 09.pdf Exhibit I.pdf		
<b>Satisfied - Item:</b> Application <b>Comments:</b> Applications are attached under the Form Schedule tab.		
<b>Satisfied - Item:</b> Variable Material <b>Comments:</b> Please see attached Variable Material. <b>Attachments:</b> VTM App 01 Accum09.pdf VTM App 02 Accum09.pdf 9 0 VTM for Data Pages for Individual Contract - 1-5-09.pdf 09 GMDB Riders VTM for Individual Contracts.pdf 09 GMDB Riders VTM.pdf 2009ADOPT VTM.pdf GOA VTM.pdf VTM for SpDCA Endos.pdf VTM GMIB 09rev2-09.pdf		
	Item Status:	Status

*SERFF Tracking Number:* ELAS-125950930 *State:* Arkansas  
*Filing Company:* AXA Equitable Life Insurance Company *State Tracking Number:* 41219  
*Company Tracking Number:*  
*TOI:* A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium  
Variable and Variable  
*Product Name:* ACCUMULATOR 09  
*Project Name/Number:* ACCUMULATOR 09/2009DP

**Date:**

**Satisfied - Item:** Filing Letter

**Comments:**

Please see attached Filing Letter.

**Attachment:**

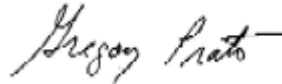
AR Filing Letter.pdf

**AXA Equitable Life Insurance Company**  
**State of Arkansas**  
**Certificate of Compliance – Regulation 19s 10B**  
**Unfair Sex Discrimination in the Sale of Insurance**

**RE:** Please see attached **EXHIBIT I**

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that above listed form(s) meet the requirements of Regulation 19s 10B as well as all applicable requirements of the Arkansas Department of Insurance.

BY:



\_\_\_\_\_  
Signature

Gregory Prato

\_\_\_\_\_  
Name

Assistant Vice President

\_\_\_\_\_  
Title

12.30.2008

\_\_\_\_\_  
Date

## **EXHIBIT I**

### **ACCUMULATOR SERIES-9.0**

**The following forms are filed for your approval:**

2009DP - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPWVR - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPCore - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPSelect - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPPlus - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPElite - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009GMIB - Individual Fixed and Variable Annuity – Rider  
2009GMDBOPR - Individual Fixed and Variable Annuity – Rider  
2009GMDBAR - Individual Fixed and Variable Annuity – Rider  
2009GOA - Individual Fixed and Variable Annuity – Endorsement  
2009TSA-ACC - Individual Fixed and Variable Annuity – Endorsement  
2009GWBLMD - Individual Fixed and Variable Annuity – Endorsement  
2009ADOPT - Individual Fixed and Variable Annuity – Endorsement  
2009DBENDO - Individual Fixed and Variable Annuity – Endorsement  
2009MMSDCA - Individual Fixed and Variable Annuity – Endorsement  
2009SDCA - Individual Fixed and Variable Annuity – Endorsement  
2009 App 01 C - Individual Fixed and Variable Annuity – Application  
2009 App 02 C - Individual Fixed and Variable Annuity – Application  
2009 App 01 S - Individual Fixed and Variable Annuity – Application  
2009 App 02 S - Individual Fixed and Variable Annuity – Application  
2009 App 01 E - Individual Fixed and Variable Annuity – Application  
2009 App 02 E - Individual Fixed and Variable Annuity – Application  
2009 App 01 P - Individual Fixed and Variable Annuity – Application  
2009 App 02 P - Individual Fixed and Variable Annuity – Application

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
Description of Illustrative and Variable Text  
For Enrollment Forms and Applications **2009 App 01 C, 2009 App 01 E,**  
**2009 App 01 P, and 2009 App 01 S,**

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The following comments describe the nature and scope of the illustrative and variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

1. The address and telephone number for our processing office, and the catalog number and page footers of the form should be considered administrative in nature and is subject to change.
2. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
3. In Section 1 the available methods of payment may vary by the type of markets offered.
4. In Section 2 the available types of ownership may vary by the type of markets offered.
5. In Sections 2 and 12 the e-mail address and election to participate in our Electronic Delivery Service are alternate text and will appear when we offer electronic delivery of statements and updates.
6. In Section 3 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Section 6 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 6.
  - Owner issue ages may range from 0 to 95
  - Age 85 referenced in the GMDB Riders may vary from 70 to 95
8. In Section 7 we reserve the right to change the minimum contribution amounts, which may change due to market conditions.
  - The General Dollar Cost Averaging Interest Sweep Option may vary from \$5,000 to \$9,000
  - The General Dollar Cost Averaging Fixed Period Option may vary from \$3,500 to \$6,500
  - The Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%
9. In Section 8 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly.
  - [If GMIB II was elected, you must Choose Option A] is bracketed. The Company may lift this limitation in the future based on the risk to the Company. If it is lifted, the text will not show on the application. Also, for risk mitigation purposes, we may avail only Option A in the future in which case Option B would not appear on the application. Conversely, we may avail only Option B in which case Option A would not appear.
  - The Guaranteed Interest Option allocation restriction amount may vary from 0 to 100%

- The percentage ranges for the various Investment Option and Investment Option Category minimums and maximums may range from 0 to 100%. For the Fixed Income Investment Option Category, we currently require a minimum allocation, whereas for the other Categories we currently impose a maximum allocation percentage per Investment Option and Investment Option Category.
- If we are required to impose a minimum amount per Investment Option Category or Investment Option, we will show the following in the Investment Option Category subheader: "You must allocate at least [X] %of your Contribution to this Investment Option Category." "X" may range from 0 to 100%.
- Conversely for the Fixed Income Investment Option Category if we must limit allocations to this category we will show the following in the Investment Option Category sub header: You may allocate up to X % of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category." "XX" may range from 0 to 100%.
- **The following text will appear on the application upon implementation under Option B:** Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.

10. In Section 12 the wait period for resetting the GMIB/GMDB Roll Up Benefit Base may change due to market conditions and product variations. Any such change will be made on a new business basis only and is fair and non-discriminatory manner. The wait period may range from 5 – 15 years.
11. In Section 12 the period prior to the Contract Anniversary that a request to cancel is due may range form 15 – 90 days.
12. In Section 13 commission options may be added or removed.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
Description of Illustrative and Variable Text  
For Enrollment Forms and Applications **2009 App 02 C, 2009 App 02 E,**  
**2009 App 02 P, and 2009 App 02 S**

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The following comments describe the nature and scope of the illustrative and variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

1. The address and telephone number for our processing office, and the catalog number and page footers of the form should be considered administrative in nature and is subject to change.
2. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
3. In Section 1 the available methods of payment may vary by the type of markets offered.
4. In Section 2 the available types of ownership may vary by the type of markets offered.
5. In Sections 2 and 13 the e-mail address and election to participate in our Electronic Delivery Service are alternate text and will appear when we offer electronic delivery of statements and updates.
6. In Section 3 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Section 6 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 6.
  - Owner issue ages may range from 0 to 95
  - Age 85 referenced in the GMDB Riders may vary from 70 to 95
8. In Section 8 we reserve the right to change the minimum contribution amounts, which may change due to market conditions.
  - The General Dollar Cost Averaging Interest Sweep Option may vary from \$5,000 to \$9,000
  - The General Dollar Cost Averaging Fixed Period Option may vary from \$3,500 to \$6,500
  - The Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%
9. In Section 9 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly.
  - [If GMIB II was elected, you must Choose Option A] is bracketed. The Company may lift this limitation in the future based on the risk to the Company. If it is lifted, the text will not show on the application. Also, for risk mitigation purposes, we may avail only Option A in the future in which case Option B would not appear on the application. Conversely, we may avail only Option B in which case Option A would not appear.
  - The Guaranteed Interest Option allocation restriction amount may vary from 0 to 100%

- The percentage ranges for the various Investment Option and Investment Option Category minimums and maximums may range from 0 to 100%. For the Fixed Income Investment Option Category, we currently require a minimum allocation, whereas for the other Categories we currently impose a maximum allocation percentage per Investment Option and Investment Option Category.
- If we are required to impose a minimum amount per Investment Option Category or Investment Option, we will show the following in the Investment Option Category subheader: "You must allocate at least [X] % of your Contribution to this Investment Option Category." "X" may range from 0 to 100%.
- Conversely for the Fixed Income Investment Option Category if we must limit allocations to this category we will show the following in the Investment Option Category sub header: You may allocate up to X % of your Contribution to this Investment Option Category. You may not exceed XX% per fund within this Category." "XX" may range from 0 to 100%.
- **The following text will appear on the application upon implementation under Option B:** Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.

10. In Section 13 the wait period for resetting the GMIB/GMDB Roll Up Benefit Base may change due to market conditions and product variations. Any such change will be made on a new business basis only and in a fair and non-discriminatory manner. The wait period may range from 5 – 15 years.
11. In Section 13 the period prior to the Contract Anniversary that a request to cancel is due may range from 15 – 90 days.
12. In Section 14 commission options may be added or removed.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**

**For use with Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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<b>Data Pages Description:</b>	<b>Form No.</b>
Base Data Page	2009DP
Accumulator Core Data Page	2009DPCore
Accumulator Elite Data Page	2009DPElite
Accumulator Plus Data Page	2009DPPlus
Accumulator Select Data Page	2009DPSelect
Withdrawal Charge Waiver Data Page	2009DPWVR

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages forms. They are numbered , in accordance with the page number as to where they appear in the forms and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual Data Pages forms a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), a Rollover Tax Sheltered Annuity (**TSA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

### **Data Pages:**

For each product, there will be a base set of Data Pages 2009DP common to all products followed by product-specific Data Pages unique to each product and a Withdrawal Charge Waiver Data Page. (If the Contract is issued as an Inherited IRA Contract or as a Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contract, then Data Page 1 of previously approved form 2008DPBCO-INH/NSDR will replace Data Page 1 of form 2009DP, followed by the remaining base set of Data Pages 2009DP). The product specific Data Pages which contain the Withdrawal and Daily Separate Account Charges applicable to that product. The Withdrawal Charge Waiver Data Page, will be issued with all product that have a Withdrawal Charge. See table below for form numbers:

<b>Base Data Pages Form Nos.</b>	<b>Product-Specific Data Pages Form Nos.</b>	<b>Withdrawal Charge Waiver Form</b>	<b>Accumulator Product Series Name</b>
2009DP or 2008DPBCO-INH/NSDR ^	2009DPCore	2009DPWVR	Accumulator (Core)
	2009DPElite	2009DPWVR	Accumulator Elite
	2009DPPlus	2009DPWVR	Accumulator Plus ^
	2009DPSelect	Not Applicable	Accumulator Select

▲ This form provides for an Inherited IRA. The Inherited IRA market segment is not offered under the Accumulator Plus product.

### **Data Page No. 2009DP**

*(Unless specifically noted these items apply to all Accumulator Products.)*

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Pages 1:** Applicable for TSA Contracts. The Employer's name and Plan name will appear here.
3. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
4. **Data Page 1 "Endorsement Applicable to Accumulator Plus":** The "Endorsement Applicable to Credits Applied to Annuity Account Value" will appear only on Accumulator Plus Contract Data Pages.
5. **Data Page 1, "Investment Option Endorsements":** The Investment Options Endorsements elected at application will be listed on the Data Pages. The Data Pages will show the applicable program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account is available under Accumulator and Accumulator Elite. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under Accumulator Plus and Accumulator Select.
6. **Data Pages 1 and 2, "Benefit Endorsement" and Optional Riders":** The Optional Riders that an Owner elects at application will be listed on the Data Pages. The Optional Benefit Endorsement gives Owners the right to add Optional Benefit Rider(s) to their Contract after the Contract has been issued.
7. **Data Page 2:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines.

8. **Data Page 2:** For Accumulator Plus the Maturity Date may not be prior to five years from the Contract Date.
9. **Data Page 2, “Maturity Date”:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. For GWBL, the Maturity Date age is defined under the appropriate rider and/or endorsement and will vary accordingly.
10. **Data Page 3, “Special Dollar Cost Averaging Rate”:** The Special Dollar Cost Averaging Program is available only under the Accumulator Core and Accumulator Elite products. When the Special Dollar Cost Averaging Program is available and elected, the applicable text will appear. Programs vary by duration and rate. Current durations are 3, 6 and 12 months. Other durations may be offered in the future. The guaranteed interest rate under a Special Dollar Cost Averaging Program will depend on the program duration elected by the Contract owner. The minimum guaranteed interest rate for the Special Dollar Cost Averaging Program will be the minimum Nonforfeiture rate guaranteed under the Guaranteed Interest Option of this Contract. Rollup benefits will rollup at the applicable rollup rate.
11. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

12. **Data Page 3 “Contribution Limits”:** *[The following text will appear for the QP market.]* Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

Age limitations with respect to Contract issuance and subsequent Contributions vary by product. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes. The following table reflects the current age and contribution limits by product line:

Product	Issue Age	Contribution Age Maximum†	Age at Maturity Date
<b>Accumulator (Core)</b>	0-75*	76	95
<b>Accumulator Select</b>	0-75**	76	95
<b>Accumulator Plus</b>	0-70***	71	95
<b>Accumulator Elite</b>	0-75**	76	95

\* Issue Age is limited to age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

\*\* Issue Age is limited to age 70 for Inherited IRA and age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

\*\*\* Issue Age is limited to age 70 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the

contribution limits to accommodate a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 (for all AXA Equitable Contracts/Certificates).

**Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Product and the Owner’s market segment.**

Product	Minimum Initial Contribution	Minimum Subsequent Contribution
<b>Accumulator</b>	\$5,000 (\$4,000 for Flex Premium IRA/Roth)	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Select</b>	\$25,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Elite</b>	\$10,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Plus</b>	\$10,000	\$500 (\$50 for IRA/Roth)

**Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contribution Limits.**

Market Segment	Text
<b>IRA</b>	<b>Rollover/Traditional IRA only:</b> We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
<b>Roth IRA</b>	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p><b>Roth Conversion only:</b> We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Accumulator 9.0] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator 9.0] Traditional IRA Contract.</p>
<b>QP-Defined Contribution</b>	We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.

<b>TSA</b>	<p>The only Contributions we will accept are rollover and direct transfer Contributions. We will not accept Contributions from employers.</p> <p>Contributions to purchase this TSA Contract may be made only for individuals who are active participants in the Employer's Plan at the time the Contribution is made and while the Employer is remitting contributions with respect to compensation to purchase other 403(b) Contracts we issue for some or all of the Employer's employees who are active participants in the Plan.</p> <p>A TSA Contract may be purchased only with direct transfer Contributions. Subsequent Contributions if and as permitted in the Data Pages are subject to our documentation rules, must be either direct transfer Contributions or rollover Contributions; we do not accept Employer-remitted Contributions to this TSA Contract. Direct transfer or rollover Contributions may not be made to this TSA Contract unless permitted by the Plan, and the Employer or the Employer's Designee documents approval in a manner acceptable to us.</p> <p>We do not accept any after-tax Contributions, whether non-Roth after-tax contributions or elective deferral contributions which are designated Roth contributions under Section 402A of the Code. We do not separately account for rollover Contributions, nor do we track Contributions by source or type.</p> <p>We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.</p>
<b>Non-Spousal BCO Contracts/Certificates</b>	We will accept contributions in accordance with the Contribution requirements described in Part III- Contributions and Allocations, Item 7 - Limits on Contributions of the Non-Spousal Beneficiary Continuation Option ("BCO") Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA endorsement.
<b>Partial Roth IRA Conversion Contracts/Certificates</b>	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range from 0 to 100%.
<b>Principal Guarantee Benefit</b>	<p>When the Principal Guarantee Benefit is available and elected, Contributions may only be made during the six-month period beginning on the Contract Date. Contributions will not be accepted under any investment option in this Contract after this six-month period.</p> <p>We reserve the right to change the subsequent Contribution period from 0-12 months.</p>

13. **Data Page 3, "Initial Contribution Amount":** For Accumulator Plus only, the Initial Contribution amount will vary based on the amount contributed to the Contract at application.
14. **Data Page 3, "Expected First Year Contribution":** For Accumulator Plus only, the Expected First Year Contribution will vary based on the Expected First Year Contribution amount indicated on the application. This amount determines the Credit to be applied.
15. **Data Page 3, "Partial Roth IRA Conversions":** For Accumulator Plus the following text will show: Credits are not applied to Contributions that result from a Roth IRA conversion from an Accumulator Plus Traditional IRA Contract.

16. **Data Page 4, "Investment Options"**: As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

*[Applicable if a Dollar Cost Averaging Program is elected.]* The Data Pages will show the applicable Dollar Cost Averaging program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account is available under Accumulator and Accumulator Elite. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under Accumulator Plus and Accumulator Select.

### **Option A**

If Option A is available and elected, 100% (Option A allocation may range from 0% - 100%) this of the Contributions must be invested in any or all of the following options AXA Allocation funds: [AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation], EQ/American Core Allocation, EQ/American Core Growth Allocation, EQ/American Balanced Allocation], Index Allocation Funds, EQ/Money Market, Guaranteed Interest Option and an account for Dollar Cost Averaging. We reserve the right to add, remove or change Investment Options under this Option.

Currently no more than 25% of the Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limitation will range from 0 to 100%.

The percentage allocated field may not be available at launch, however, we reserve the right to show the percentage allocated when it becomes available.

### **Option B**

If Option B is available and elected 100% (Option B allocation may range from 0% - 100%) of the Contributions must be invested in any or all of the Investment Options offered under Option B and an account for Dollar Cost Averaging. We currently offer the following four categories: the Fixed Income Variable Investment Category, Core Diversified Equity Variable Investment Options, Small/Mid Cap Variable Investment Options and the Specialty Variable Investment Option. We reserve the right to add, remove, or change the name or objective of the investment categories.

A minimum of 20% of the Annuity Account Value must be invested into the Fixed Income Variable Investment Category. This minimum may range from 0% - 100%. The total Annuity Account Value invested in the remaining categories can not exceed 80% and may range from 0% - 100%.

If an account for Dollar Cost Averaging is elected under Option B, 100% of the contribution must be allocated to the program. The allocation to the Dollar Cost Averaging program may change on non-discriminatory and new business basis and will range from 0% - 100%. Funds allocated to a Dollar Cost Averaging program will then be transferred out according to the Contract guidelines and the Owner's instructions. Currently no more than 25% of the Dollar Cost Averaging allocation may be transferred to the Guaranteed Interest Option. This amount may change in the future. The percentage limitation will range from 0 to 100%.

The percentage limits applicable to Option A and Option B may change from time to time and will be done in a manner that is fair and non-discriminatory.

**“Investment Options”:** When the Principal Guarantee Benefit is available and elected, the Investment Options for the 100% Principal Guarantee Benefit are the “AXA Allocation Funds” [AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation], EQ/American Core Allocation, EQ/American Core Growth Allocation, EQ/American Balanced Allocation]. For the 125% Principal Guarantee Benefit, the only Variable Investment Option available is the AXA Moderate Allocation Investment Option. The Guaranteed Interest Option and the Dollar Cost Averaging programs available under the Owner’s product are available with both Principal Guarantee Benefit options. We reserve the right to add, remove or change Investment Options under this Option.

17. **Data Page 6, “Transfer Rules”:** Current transfer rules and market timing language are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this language to address disruptive activity.
18. **Data Pages 5, 6 and 7, “Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 0 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time on a new business basis and will be done in a manner that is fair and non-discriminatory.
19. **Data Page 7, “Minimum Withdrawal Amounts”:** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal and/or withdrawal charge will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000 and accordingly, any related text change thereto. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA, TSA and QP market segments.
20. **Data Page 8, “Minimum Amount of Annuity Account Value”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000, in the future on a new business basis only, and will be done in a manner that is fair and non-discriminatory.
21. **Data Page 8, “Loans”:** This language will appear in the TSA market segment only. The loan reserve amount may range from 0% - 20%.
22. **Data Page 8, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Any change will be made on a uniform and non-discriminatory basis. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.
23. **Data Page 8, “Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex and Minimum Amount to be Applied to an Annuity”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.

24. **Data Page 8, “Minimum Amount to be Applied to an Annuity”:** The current amount is shown on the Data Pages. We reserve the right to change these amounts in the future on a new business basis only. Any such change will be made on a uniform and non-discriminatory basis.
25. **Data Page 9, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. Once a Contract is issued these charges will not change. Any change will be made on a uniform and non-discriminatory basis.
26. **Data Page 9, “Optional Benefit Charge”:** Optional Benefit Charges will appear on the Data Pages or the Rider as applicable. The current charge is reflected in the Data Pages. We reserve the right to change these charges in the future. The interest rate and age provisions therein may change due to market conditions and product variations. Any change will be made on a uniform and non-discriminatory basis. The ranges for these charges are as follows:

<b>Optional Benefit Rider</b>		<b>Range of Charges</b>
Guaranteed Minimum Death Benefit-Annual Ratchet to Age [85] Death Benefit		0.15%-0.75%
Guaranteed Minimum Death Benefit-Greater of [5]% Roll-Up to Age [85] or Annual Ratchet to Age [85] Death Benefit		0.25%-1.00%
Earnings Enhancement Benefit		0.20%-0.90%
100% Principal Guarantee Benefit*		0.25%-1.00%
125% Principal Guarantee Benefit*		0.50%-1.25%
Guaranteed Withdrawal Benefit*		
GWB Current Charge	0.30%	0.15%-0.45%
GWB Maximum Charge	0.45%	0.25%-0.70%

The riders shown in the table above have been previously approved as described in the filing letter for this submission. These riders will be available under the Accumulator 9.0 Series.

\*These previously approved optional benefits are not available at launch, but may be available in the future.

When the Principal Guarantee Benefit is available and elected, Contributions may only be made during the six-month period beginning on the Contract Date. Contributions will not be accepted under any investment option in this Contract after this six-month period. We reserve the right to change the subsequent Contribution period from 0-12 months.

27. **Data Page 10, “Number of Free Transfers”:** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.

**Product Specific Data Page Form Nos. 2009DPCore, 2009DPPlus, 2009DPElite and 2009DPSelect**

1. **Data Page 11, “Free Withdrawal Amount”:** Pursuant to Section 8.01, the free withdrawal amount may be changed to a percentage within the range of 0% to 50%. The free withdrawal amount in effect is stated in the Data Pages. We reserve the right to institute an exclusion period for future issues of this Contract. The exclusion period for the free withdrawal in Contract Year 1 may range from the first 0-12 months.

For purposes of determining the free withdrawal amount in the first Contract Year, the free withdrawal amount is based on Contributions received in the first 90 days of the Contract Date. This time period may vary from 30 days to 6 months, on a new business basis only. (Not applicable to 2008DPSelect).

2. **Data Page 13, “Daily Separate Account Charges”:** Sections 8.05 and 8.07 of the Contract gives AXA Equitable the right to change the Daily Separate Account Charges; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. The Daily Separate Account will not exceed 2.00%

**Withdrawal Charge Waiver Data Page Form No. 2009DPWVR**

**We may add or delete waivers based on product design and/or financial risk mitigation concerns to the Company. Such changes will be on a new business basis only.**

1. **Data Page 12 and 13, “Withdrawal Charges”:** Sections 8.01 and 8.07 of the Contract gives AXA Equitable the right to waive or reduce the Withdrawal Charges. Any changes will be made on a uniform basis among all Contracts depending on the market or class of business.
2. The wait period for the dollar for dollar withdrawal treatment is 3 years, and may vary from 0 to 10 years.

If the wait period is 0 years, the waiver will appear as “effective immediately, any withdrawal that together with any prior withdrawals made during the Contract Year, does not exceed [5%] of the beginning of the Contract Year Roll Up portion of your [GMIB][GMDB] benefit base[s]. [In the first Contract Year, contributions received in the first [90 days] will determine such withdrawal amount.] If any withdrawal causes a pro-rata reduction in the Roll Up portion of the [GMIB][GMDB] benefit base[s] (as described in the [GMIB][GMDB] rider(s)) this waiver is not applicable to the withdrawal that causes the pro-rata reduction to commence, nor to any subsequent withdrawal for the life of the Contract.

The range for the dollar for dollar withdrawal treatment is 2% to 8%.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**

**For use with Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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**Riders Description:**

"Greater of" GMDB Rider	2009GMDBOPR
"Annual Ratchet" GMDB Rider	2009GMDBAR

The following comments describe the nature and scope of the illustrative and variable material contained in the above rider forms. They are numbered in order as to where they appear in the forms and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual rider forms a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), a Rollover Tax Sheltered Annuity (**TSA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

**Rider 2009GMDBOPR-I**

1. Parts I through VII: The interest rate and/or age may vary due to current economic conditions and product variations. We may show more than one rollup rate/age combination at one time.  
  
5% Rollup rate may range from 2% to 8%  
2% Rollup Rate may range from 1% to 5%  
Age 85 may range from 70 to 95  
Age 80 may range from 65 to 90
2. The following text appears when the Contract Owner is limited to Investment "Allocation Option A": [Amounts allocated to your Contract when this Rider is elected are limited to those Investment Options offered under "Allocation Option A" of the Endorsement Applicable to Investment Options.]
3. Part II: The roll up rate applicable to the Investment Options (i.e., EQ/Money Market Fund, Guaranteed Interest Option and the loan reserve account (if available) or any such Investment Options then currently listed) will vary. If Investment Options are changed in the future, pursuant to Section 2.05 of the Contract, the available options listed here will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.
4. Part II: The loan reserve account and loan information applies to the TSA market only.
5. Part II: The type of dollar cost averaging program varies based on the product purchased as shown in the submitted rider.

Part II: The wait period for re-setting the GMDB Rollup Benefit Base may change due to market conditions and product variations. Any such change will be made on a new business basis only and will be done in a fair and non-discriminatory manner. The wait will range from 0 to 10 years. Contributions made within twelve months of a reset for purposes of resetting the rollup benefit base may be excluded. If we exclude such contributions, the following text will appear: [Contributions made within [12 months] of any reset will not be included for purposes of resetting your [5%] Roll Up to Age [85] GMDB Benefit Base.]

6. Part II: The advance notification period for a charge increase may range from 30 to 120 days.
7. Part IV: The Effect of Withdrawals option implemented will be shown in the Contract Owner's applicable Rider. The current option is as shown in the rider. The effect of withdrawals treatment stated in the Contract will not change once the Contract has been issued. However, we reserve the right to offer one of the other withdrawal treatment options provided herein, on a new business basis only. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on product variations, market or distribution channels. For purposes of determining the beginning Contract Year benefit base value in Contract Year 1, the number of days shown for recognizing Contributions will range from 30 to 120 days. The Effect of Withdrawals alternate text is:

*Alternate 1 The following text will appear in Contracts if we permit dollar for dollar withdrawals on both GMDB Benefit Bases.*

[The [5%] Roll Up to Age [85] and the Annual Ratchet to Age [85] GMDB Benefit Bases will each be reduced by withdrawals. The reduction is determined in the same manner for each benefit base. The reduction of the Benefit Bases is on a dollar-for-dollar basis [after completion of your [third] Contract Year] as long as the sum of your withdrawals in that Contract Year is [5%] or less of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed [5%] of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year, that entire withdrawal and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the Roll Up to Age [85] Benefit Base.

*Applicable when dollar for dollar withdrawals are permitted in Contract Year 1:* [In the first Contract Year, Contributions received in the first [90] days] are used to determine the [5%] Roll Up to Age [85] GMDB Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences.]

Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Roll Up to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in this paragraph, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]

“Immediately” may vary to “upon completion of [three] Contract Years. “Three” may vary from 0 to 10.

The dollar for dollar withdrawal amount may range from 2% to 8%.

or

*Alternate 2:* [The [5%] Roll up to Age [85] and the Annual Ratchet to Age [85] benefit bases will each be reduced pro-rata by withdrawals. The reduction is determined separately for each benefit base.]

The following text may be included with Alternate 2:  
[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Roll Up to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in your GMIB Rider, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

“Immediately” may vary to “upon completion of [three] Contract Years. “Three” may vary from 1 to 10.

The following text will appear in any alternate text if certain contributions are excluded for purposes of the dollar for dollar withdrawal treatment: [Contributions made within [12 months] of any withdrawal will not be included for purposes of determining the dollar for dollar withdrawal amount under this Rider.] 12 months may range from one to 24 months.

8. Part V – Cost of This Rider: The current charge is 0.60% of the GMDB Benefit Base and may range from 0.20% to 1.20%. The maximum charge is 0.75% of the GMDB Benefit Base and may range from 0.50% to 1.50%. Riders with different costs based on different rollup rates may be offered within this range at the same time.
9. Part VI - Effect on this Rider of Voluntary Termination of your GMIB Rider Prior to the Last GMIB Exercise Date. This provision is alternate text and will appear if part of the product design. If it does not appear then Section VII becomes Part VI.

#### **Rider 2009GMDBAR-I**

1. Parts I through IV: The interest rate and/or age may vary due to current economic conditions and product variations. We may show more than one rollup rate/age combination at one time.

5% Rollup rate may range from 2% to 8%

Age 85 may range from 70 to 95

2. Part II: The Effect of Withdrawals option implemented will be shown in the Contract Owner’s applicable Rider. The current option is as shown in the rider. The effect of withdrawals treatment stated in the Contract will not change once the Contract has been issued. However, we reserve the right to offer one of the other withdrawal treatment options provided herein, on a new business basis only. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on product variations, market or distribution channels. For purposes of determining the beginning Contract Year benefit base value in Contract Year 1, the number of days shown for recognizing Contributions will range from 30 to 120 days. The Effect of Withdrawals alternate text is:

*Alternate 1 The following text will appear in Contracts if we permit dollar for dollar withdrawals on your Annual Ratchet to Age 85 Benefit Base when elected with GMIB.*

[During each Contract Year, your Annual Ratchet to Age [85] GMDB will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year is [5%] or less of your [6%/6.5%] Roll Up to Age [85] GMIB Benefit Base as of the beginning of the Contract Year. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed [6%/6.5%] of your [6%/6.5%] Roll Up to Age [85] GMIB Benefit Base as of the beginning of the Contract Year, that entire withdrawal and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the Annual Ratchet to Age [85] GMDB. In the first Contract Year, Contributions received in the first [90 days] are used to determine the GMIB Benefit Base at the

beginning of Contract Year 1 for purposes of the preceding two sentences. If you elect to voluntarily terminate your GMIB Rider, dollar for dollar withdrawal treatment is no longer provided under this GMDB Rider and your GMDB will be reduced pro rata by withdrawals. On the Contract Date Anniversary following your [85<sup>th</sup>] birthday any withdrawal will reduce your GMDB on a pro-rata basis.

*Applicable when dollar for dollar withdrawals are permitted in Contract Year 1:* [In the first Contract Year, Contributions received in the first [90 days] are used to determine the [5%] Roll Up to Age [85] GMDB Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences.]

Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Annual Ratchet to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in this paragraph, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]

“Immediately” may vary to “upon completion of [three] Contract Years. “Three” may vary from 0 to 10.

The dollar for dollar withdrawal amount may range from 2% to 8%.

The following paragraph will preface the alternate text above if the treatment of withdrawals changes upon addition of the GMIB Rider after the Contract Date:

[You may have the right to add a Guaranteed Minimum Income Benefit (GMIB) Rider to your Contract subject to the conditions set forth in the applicable Endorsement attached to this Contract. If a GMIB Rider is added to this Contract, then the following Effect of Withdrawals provision applies. The following provision applies only upon addition of a GMIB Rider to this Contract and only so long as that Rider remains in effect under your Contract.]

or

*Alternate 2:* [The [5%] Roll up to Age [85] and the Annual Ratchet to Age [85] benefit bases will each be reduced pro-rata by withdrawals. The reduction is determined separately for each benefit base.

Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Roll Up to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in your GMIB Rider, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]

“Immediately” may vary to “upon completion of [three] Contract Years. “Three” may vary from 0 to 10.

The following paragraph will preface the alternate text above if the treatment of withdrawals changes upon addition of the GMIB Rider after the Contract Date:

[You may have the right to add a Guaranteed Minimum Income Benefit (GMIB) Rider to your Contract subject to the conditions set forth in the applicable Endorsement attached to this Contract. If a GMIB Rider is added to this Contract, then the following Effect of Withdrawals provision applies. The

following provision applies only upon addition of a GMIB Rider to this Contract and only so long as that Rider remains in effect under your Contract.]

The following text will appear in any alternate text if certain contributions are excluded for purposes of the dollar for dollar withdrawal treatment: [Contributions made within [12 months] of any withdrawal will not be included for purposes of determining the dollar for dollar withdrawal amount under this Rider.] 12 months may range from one to 24 months.

3. Part III – Cost of This Rider: The charge is 0.30% of the GMDB Benefit Base and may range from 0.15% to 0.75%.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**

**For use with Certificate Form No. 2006BASEA/2006BASEB or Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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**Riders Description:**

"Greater of" GMDB Rider	2009GMDBOPR
"Annual Ratchet" GMDB Rider	2009GMDBAR

The following comments describe the nature and scope of the illustrative and variable material contained in the above rider forms. They are numbered in order as to where they appear in the forms and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual rider forms a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), a Rollover Tax Sheltered Annuity (**TSA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

**Rider 2009GMDBOPR**

1. Parts I through VII: The interest rate and/or age may vary due to current economic conditions and product variations. We may show more than one rollup rate/age combination at one time.  

5% Rollup rate may range from 2% to 8%  
2% Rollup Rate may range from 1% to 5%  
Age 85 may range from 70 to 95  
Age 80 may range from 65 to 90
2. The following text appears when the Contract Owner is limited to Investment "Allocation Option A": [Amounts allocated to your Contract when this Rider is elected are limited to those Investment Options offered under "Allocation Option A" of the Endorsement Applicable to Investment Options.]
3. Part II: The roll up rate applicable to the Investment Options (i.e., EQ/Money Market Fund, Guaranteed Interest Option and the loan reserve account (if available) or any such Investment Options then currently listed) will vary. If Investment Options are changed in the future, pursuant to Section 2.05 of the Contract, the available options listed here will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.
4. Part II: The loan reserve account and loan information applies to the TSA market only.
5. Part II: The type of dollar cost averaging program varies based on the product purchased as shown in the submitted rider.

Part II: The wait period for re-setting the GMDB Rollup Benefit Base may change due to market conditions and product variations. Any such change will be made on a new business basis only and will be done in a fair and non-discriminatory manner. The wait will range from 0 to 10 years. Contributions made within twelve months of a reset for purposes of resetting the rollup benefit base may be excluded. If we exclude such contributions, the following text will appear: [Contributions made within [12 months] of any reset will not be included for purposes of resetting your [5%] Roll Up to Age [85] GMDB Benefit Base.]

6. Part II: The advance notification period for a charge increase may range from 30 to 120 days.
7. Part IV: The Effect of Withdrawals option implemented will be shown in the Contract Owner's applicable Rider. The current option is as shown in the rider. The effect of withdrawals treatment stated in the Contract will not change once the Contract has been issued. However, we reserve the right to offer one of the other withdrawal treatment options provided herein, on a new business basis only. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on product variations, market or distribution channels. For purposes of determining the beginning Contract Year benefit base value in Contract Year 1, the number of days shown for recognizing Contributions will range from 30 to 120 days. The Effect of Withdrawals alternate text is:

*Alternate 1 The following text will appear in Contracts if we permit dollar for dollar withdrawals on both GMDB Benefit Bases.*

[The [5%] Roll Up to Age [85] and the Annual Ratchet to Age [85] GMDB Benefit Bases will each be reduced by withdrawals. The reduction is determined in the same manner for each benefit base. The reduction of the Benefit Bases is on a dollar-for-dollar basis [after completion of your [third] Contract Year] as long as the sum of your withdrawals in that Contract Year is [5%] or less of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed [5%] of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year, that entire withdrawal and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the Roll Up to Age [85] Benefit Base.

*Applicable when dollar for dollar withdrawals are permitted in Contract Year 1:* [In the first Contract Year, Contributions received in the first [90] days] are used to determine the [5%] Roll Up to Age [85] GMDB Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences.]

Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Roll Up to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in this paragraph, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]

“Immediately” may vary to “upon completion of [three] Contract Years. “Three” may vary from 0 to 10.

The dollar for dollar withdrawal amount may range from 2% to 8%.

or

*Alternate 2:* [The [5%] Roll up to Age [85] and the Annual Ratchet to Age [85] benefit bases will each be reduced pro-rata by withdrawals. The reduction is determined separately for each benefit base.]

The following text may be included with Alternate 2:  
[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Roll Up to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in your GMIB Rider, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

“Immediately” may vary to “upon completion of [three] Contract Years. “Three” may vary from 1 to 10.

The following text will appear in any alternate text if certain contributions are excluded for purposes of the dollar for dollar withdrawal treatment: [Contributions made within [12 months] of any withdrawal will not be included for purposes of determining the dollar for dollar withdrawal amount under this Rider.] 12 months may range from one to 24 months.

8. Part V – Cost of This Rider: The current charge is 0.60% of the GMDB Benefit Base and may range from 0.20% to 1.20%. The maximum charge is 0.75% of the GMDB Benefit Base and may range from 0.50% to 1.50%. Riders with different costs based on different rollup rates may be offered within this range at the same time.
9. Part VI - Effect on this Rider of Voluntary Termination of your GMIB Rider Prior to the Last GMIB Exercise Date. This provision is alternate text and will appear if part of the product design. If it does not appear then Section VII becomes Part VI.

#### **Rider 2009GMDBAR**

1. Parts I through IV: The interest rate and/or age may vary due to current economic conditions and product variations. We may show more than one rollup rate/age combination at one time.

5% Rollup rate may range from 2% to 8%

Age 85 may range from 70 to 95

2. Part II: The Effect of Withdrawals option implemented will be shown in the Contract Owner’s applicable Rider. The current option is as shown in the rider. The effect of withdrawals treatment stated in the Contract will not change once the Contract has been issued. However, we reserve the right to offer one of the other withdrawal treatment options provided herein, on a new business basis only. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on product variations, market or distribution channels. For purposes of determining the beginning Contract Year benefit base value in Contract Year 1, the number of days shown for recognizing Contributions will range from 30 to 120 days. The Effect of Withdrawals alternate text is:

*Alternate 1 The following text will appear in Contracts if we permit dollar for dollar withdrawals on your Annual Ratchet to Age 85 Benefit Base when elected with GMIB.*

[During each Contract Year, your Annual Ratchet to Age [85] GMDB will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year is [5%] or less of your [6%/6.5%] Roll Up to Age [85] GMIB Benefit Base as of the beginning of the Contract Year. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed [6%/6.5%] of your [6%/6.5%] Roll Up to Age [85] GMIB Benefit Base as of the beginning of the Contract Year, that entire withdrawal and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the Annual Ratchet to Age [85] GMDB. In the first Contract Year, Contributions received in the first [90 days] are used to determine the GMIB Benefit Base at the

beginning of Contract Year 1 for purposes of the preceding two sentences. If you elect to voluntarily terminate your GMIB Rider, dollar for dollar withdrawal treatment is no longer provided under this GMDB Rider and your GMDB will be reduced pro rata by withdrawals. On the Contract Date Anniversary following your [85<sup>th</sup>] birthday any withdrawal will reduce your GMDB on a pro-rata basis.

*Applicable when dollar for dollar withdrawals are permitted in Contract Year 1:* [In the first Contract Year, Contributions received in the first [90 days] are used to determine the [5%] Roll Up to Age [85] GMDB Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences.]

Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Annual Ratchet to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in this paragraph, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]

“Immediately” may vary to “upon completion of [three] Contract Years. “Three” may vary from 0 to 10.

The dollar for dollar withdrawal amount may range from 2% to 8%.

The following paragraph will preface the alternate text above if the treatment of withdrawals changes upon addition of the GMIB Rider after the Contract Date:

[You may have the right to add a Guaranteed Minimum Income Benefit (GMIB) Rider to your Contract subject to the conditions set forth in the applicable Endorsement attached to this Contract. If a GMIB Rider is added to this Contract, then the following Effect of Withdrawals provision applies. The following provision applies only upon addition of a GMIB Rider to this Contract and only so long as that Rider remains in effect under your Contract.]

or

*Alternate 2:* [The [5%] Roll up to Age [85] and the Annual Ratchet to Age [85] benefit bases will each be reduced pro-rata by withdrawals. The reduction is determined separately for each benefit base.

Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce your Roll Up to Age [85] Benefit Base on a dollar for dollar basis in the same manner as described in your GMIB Rider, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]

“Immediately” may vary to “upon completion of [three] Contract Years. “Three” may vary from 0 to 10.

The following paragraph will preface the alternate text above if the treatment of withdrawals changes upon addition of the GMIB Rider after the Contract Date:

[You may have the right to add a Guaranteed Minimum Income Benefit (GMIB) Rider to your Contract subject to the conditions set forth in the applicable Endorsement attached to this Contract. If a GMIB Rider is added to this Contract, then the following Effect of Withdrawals provision applies. The

following provision applies only upon addition of a GMIB Rider to this Contract and only so long as that Rider remains in effect under your Contract.]

The following text will appear in any alternate text if certain contributions are excluded for purposes of the dollar for dollar withdrawal treatment: [Contributions made within [12 months] of any withdrawal will not be included for purposes of determining the dollar for dollar withdrawal amount under this Rider.] 12 months may range from one to 24 months.

3. Part III – Cost of This Rider: The charge is 0.30% of the GMDB Benefit Base and may range from 0.15% to 0.75%.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**  
**Endorsement 2009ADOPT**

**For use with Certificate Form No. 2006BASEA/2006BASEB or Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement.

1. [rollup rate] in subparagraph (i) may be substituted with "a rollup rate within [one] percent of the rollup rate applicable on your Contract Date. [One] may vary between one and three.
2. "Age 85" with respect to the operation of the Annual Ratchet provisions of the rider may range from 70 to 95.
3. The rider shown in subparagraph (ii) may change based on product design. If the entire sentence does not apply, the sentence will not appear.
4. "90 Days" may range from 60 to 180 days from the Contract Date.
5. The GMIB Rider issue ages range as follows:

Issue Age	Issue Age Range
20	18-65
74	55-90

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**

**For Endorsement 2009GOA**

**For use with Certificate Form No. 2006BASEA/2006BASEB or Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), a Rollover Tax Sheltered Annuity (**TSA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

**Endorsement 2009GOA(OR)**

1. Page 1 and throughout endorsement: Reference to "Allocation Option A" and "Allocation Option B" are placeholders for marketing names which may change.
2. Page 1 "[Variable]" will appear before Investment Option if the Guaranteed Interest Option is not available under a contract.
3. Page 1: The following text will appear in the endorsement when the Guaranteed Interest Option is available and has restrictions on it: [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]
4. Page 2, I. B. Allocation Option B, the text "[or Contributions]" will appear if we require a revision to allocation instructions upon receipt of a Contribution.
5. Page 2, Investment Option Allocation Table: The percentage ranges for the various Investment Options and Categories minimums and maximums may range from 0% to 100%.
6. Page 2, Investment Option Allocation Table: The category names for the Investment Options may change based on the Company's asset classification.
7. Page 3, Part III, "Transfers", "[Fixed Income]" is bracketed. If another asset class is subject to the same allocation limitation it would also be referenced in this section of the endorsement.
8. *Endorsement Applicable to Investment Options Data Pages,*
  - The Investment Options listing and categorization may change as the Company's fund offerings change.
  - The following text will appear if Allocation Option A is not available under the Contract:  
[Allocation Option A is not available under your Contract]
  - The appropriate Special Dollar Cost Averaging Account is based on the contract issued. The [25%] transfer restriction amount may range from 0% to 100%.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**

**For use with Certificate Form No. 2006BASEA/2006BASEB or Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), a Rollover Tax Sheltered Annuity (**TSA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

**Endorsements 2009SDCA and 2009MMSDCA**

1. "Allocation Option A" and "Allocation Option B" are placeholders for marketing names that may change.
2. Minimum initial amount [\$2,000] may range from \$500 to \$25,000.
3. Minimum subsequent contribution is [\$250] may range from \$50 to \$2500.
4. With respect to the bracketed text "in the first Contract Year", such text will appear in Endorsements issued under contracts where the subsequent contributions under the Special Dollar Cost Averaging Program are limited to the first Contract Year.
5. The programs may vary in duration. Currently we offer 3, 6 or 12 month Special DCA periods. A range of up to 24 months applies to the duration.
6. Transfer Rules: The following text will appear in the endorsements when amounts may be transferred into the Guaranteed Interest Option under the program [or into the Guaranteed Interest Option.] and [Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.]
7. Applicable to 2009MMSDCA: [Money Market Dollar Cost Averaging Account] may be substituted with another money market fund we offer.

**Memorandum of Variable Material (February 4, 2009)**  
**For Rider Form No. 2009GMIB**  
**Endorsement Form 2009GWBLMD**

**For use with Certificate Form No. 2006BASEA/2006BASEB or Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

The following comments describe the nature and scope of the illustrative and variable material contained in the rider. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

**Rider 2009GMIB**

1. Page 1, "GMIB Rider Data": This rider may be issued on or after the Contract Date. This means the rider can be added to the Contract after it is originally issued. If the rider is issued after the Contract Date, the text above the black line will appear to show the Ownership Data pertaining to the Contract at the time of issue.
2. Page 1, Effective Date Text. When this rider is issued after the Contract Date, reference is made to the rider's "Effective Date" rather than the Contract Date. The alternate text reflects this textual difference.
3. Page 2, GMIB Exercise. "30 days" may range from 15 to 60 days.
4. Page 2, "Age 85" with respect to the operation of the Annual Ratchet and Rollup provisions of the rider may range from 70 to 95.
5. Page 2, "Age 80" with respect to optional reset provision of the GMIB Rollup Benefit Base may range from 65 to 90.
6. Page 2, Life Annuity with Period Certain": The Period Certain values may change based on schedules published by the IRS. Any change will apply on a new business basis only.
7. Page 2, Conditions of this GMIB Rider: This text will appear when we limit the Investment Options under this Rider. The marketing name for Option A may change prior to product launch.
8. Page 2: Exercise dates and benefit for the Guaranteed Minimum Income Benefit (GMIB) will vary based on the Owner's age. For Joint Owner's GMIB is based on the older Owner and for Non-natural Owners GMIB is based on the age of the Annuitant. The period when benefit payments may begin and/or the frequency thereof may vary.
9. Page 3, Ages for election to Convert GMIB to a Guaranteed Withdrawal Benefit for Life, ages 80 and 85 may range from 65 to 90 and 70 to 95, respectively. Last GMIB Exercise Age 85 may range from 70 to 95.
10. Page 3, The following alternate text will appear as shown below in instances described in italicized text preceding the alternate text.

*For Owners who elected the "Greater of" Guaranteed Minimum Death Benefit: [ On and after the GWBL Conversion Effective Date, your GMDB will be adjusted for withdrawals on a pro-rata basis as described in your GMDB Rider].*

*For TSA Contracts only: [You may not convert this GMIB Rider to a GWBL Rider if you have an outstanding loan under your Contract.]*

11. Page 3, The bracketed text below (Default A) describes what happens automatically on the Last GMIB Exercise Date. Alternatively, the “Default B” text may appear, if the Company changes the automatic option on the Last Exercise Date.

*Default A*

[If you do not elect any of the above GMIB options within [30 days] of the Contract Date Anniversary following your [85<sup>th</sup>] birthday, this Rider, as a default, will automatically convert to a GWBL Rider on a Single Life Benefit Contract basis as described in Part VII D of this Rider.]

[For TSA only: If you do not elect any of the above options and there is a loan outstanding, notwithstanding the preceding paragraph, GMIB will automatically terminate.]

*Default B*

[If you do not elect any of the above GMIB options, GMIB will automatically terminate.]

12. Page 3, “Part III, Guaranteed Minimum Income Benefit Base” Effective Date Text. When this rider is issued after the Contract Date, reference is made to the rider’s “Effective Date” rather than the Contract Date. The alternate text reflects this textual difference.

13. Pages 4, 5 and 6: The rollup and annual ratchet ages may range from 70 to 95. The rollup rate may range from 2% to 8%. We may offer more than one GMIB option. Each option will have a different rollup rate. Any rollup rate will fall within the range stated herein.

Page 4, Certain funds rollup at a lower rate and are shown in the rider. These funds may change in the future based on the fund offering at a given time. The 2% rollup rate may range from 1% to 5%.

14. Pages 4 and 7, The type of dollar cost averaging program varies based on the product purchased as shown in the submitted rider.

15. Pages 4 and 5, “Optional Reset Provision”

“30 days” may range from 15 to 50 days.

The waiting period to reset the rollup rate may change within a range of 1 to 5 years, based on product design.

The rollup and annual ratchet ages may range from 70 to 95. The rollup rate may range from 2% to 8%. We may offer more than one GMIB option. Each option will have a different rollup rate. Any rollup rate will fall within the range stated herein.

The reset age 76 and 80 references may change. The range for these ages is 65 to 90.

Bracketed text is with respect to Qualified Plans. “12 months” may range from 6 to 18 months.

The following text will appear if a “Greater of GMDB” Rider is offered with the Contract.

[When you reset your [5%] Roll Up to Age [85] GMIB Benefit Base your [5%] Roll Up to Age [85] GMDB Benefit Base is automatically reset as described in your Guaranteed Minimum Death Benefit Rider until the Contract Date

Anniversary following your [80<sup>th</sup>] birthday. Reset of your [5%] Roll Up to Age [85] GMDB Benefit Base is not permitted after such date.]

“45 days” may range from 30 to 120 days.

16. Page 4, “Annual Ratchet to Age 85 Benefit Base: “Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider may range from 70 to 95.

17. Page 4-5, “Effect of Withdrawals on your GMIB Benefit Base”:

“Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider may range from 70 to 95.

The rollup and annual ratchet ages may range from 70 to 90. The rollup rate may range from 2% to 8%. We may offer more than one GMIB option. Each option will have a different rollup rate. Any rollup rate will fall within the range stated herein.

The reduction of the Roll-up Benefit base on a dollar for dollar basis for the sum of withdrawals after the third contract year is 2-8% or less of the Roll-up Benefit Base as of the beginning of the contract year.

“Third” year waiting period may range from 0 to 10 years. If 0 years is applicable, “effective immediately” will appear in the rider text.

The following text will apply for contracts with no waiting period:

[In the first Contract Year, Contributions received in the first [90 days] are used to determine the GMIB Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences.]

“90 days” may range from 30 to 120 days.

Bracketed text is with respect to Qualified Plans. “12 months” may range from 6 to 18 months.

Bracketed paragraph will apply on a new business basis only.

***[Alternate text if dollar for dollar withdrawals are permitted for annual ratchet and roll-up benefit bases:]***

[The [5%] Roll Up to Age [85] and the Annual Ratchet to Age [85] GMIB Benefit Bases will each be reduced by withdrawals. The reduction is determined in the same manner for each benefit base. [Both Benefit Bases will be reduced pro-rata by withdrawals made [prior to completion of your [third] Contract Year].] The reduction of the Benefit Bases is on a dollar-for-dollar basis [after completion of your [third] Contract Year] as long as the sum of your withdrawals in that Contract Year is [5%] or less of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed [5%] of the [5%] Roll Up to Age [85] Benefit Base as of the beginning of the Contract Year, that entire withdrawal and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of both Benefit Bases. [In the first Contract Year, Contributions received in the first [90 days] are used to determine the [5%] Roll Up to Age [85] GMIB Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences. [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce both Benefit Bases on a dollar for dollar basis in the same manner as described in this paragraph, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately]. In the first Contract Year, Contributions received in the first [90 days] are used to determine the GMIB Benefit Base for purposes of the preceding

sentence.]

***[Alternate text if pro-rata withdrawals for annual ratchet and roll-up benefit bases:]***

[The [5%] Roll Up to Age [85] and the Annual Ratchet to Age [85] GMIB Benefit Bases will each be reduced by withdrawals. The reduction is determined in the same manner for each benefit base. Both Benefit Bases will be reduced pro-rata by withdrawals. [In the first Contract Year, Contributions received in the first [90 days] are used to determine the [5%] Roll Up to Age [85] GMIB Benefit Base at the beginning of Contract Year 1 for purposes of the preceding two sentences.] [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce both Benefit Bases on a dollar for dollar basis in the same manner as described in this paragraph, however, the dollar for dollar withdrawal treatment of such withdrawals will be available [immediately]. In the first Contract Year, Contributions received in the first [90 days] are used to determine the GMIB Benefit Base for purposes of the preceding sentence.]

18. Page 5, Part V, “GMIB No Lapse Guarantee”: As noted the alternate text will issue in this rider based on the type of Contract issued.

“30 days” may range from 15 – 60 days.

“Age 85” with respect to the “GMIB No Lapse Guarantee” provision of the rider may range from 70 to 95.

The rollup and annual ratchet ages may range from 70 to 90. The rollup rate may range from 2% to 8%. We may offer more than one GMIB option. Each option will have a different rollup rate. Any rollup rate will fall within the range stated herein.

19. Page 7, Part VI, “This Rider’s Benefit on and after the GWBL Conversion Effective Date”

“30 days” may range from 15 to 60 days

The following text will appear when GMIB automatically converts to GWBL on the Last GMIB Exercise Date: [If i) you have not elected to convert this GMIB to a GWBL prior to the Last GMIB Exercise Date, or ii) you do not elect any of the GMIB Options on the Last GMIB Exercise Date as described in Part II of this Rider, this Rider’s Conversion Transaction Date is the [30<sup>th</sup>] day after the GWBL Conversion Effective Date.]

20. Page 7 and throughout the rider thereafter: Joint Owners are an ownership structure that is available under NQ contracts only. Accordingly, whenever Joint Owner appears in the rider it is bracketed to show that the term appears only with NQ contracts.
21. Page 7, The default investment option for amounts under the rider on the GWBL Conversion Date may change as described in the rider.
22. Page 7, Item VI, subparagraph (ii): If this rider automatically converts to a GWBL Benefit on the Last GMIB Exercise Date the bracketed text in item (ii) will appear.
23. Page 7, Item VI, subparagraph (v) will apply for Qualified Plan markets only.
24. Page 8 Section VII C, “Joint Life Benefit Contract”  
Age 70 may range from 45 to 85  
30<sup>th</sup> Day may range from 15<sup>th</sup> to 90<sup>th</sup> Day
25. Page 9, Item F. “GWBL Benefit Base” If the Company wishes for the GWBL Benefit Base to be capped, the following text will appear: [Notwithstanding anything to the contrary in this Rider,

your GWBL Benefit Base will be capped at the greater of the following: (i) your initial GWBL Benefit Base as of the GWBL Conversion Effective Date and (ii) [\$5 million].] The \$5 million dollar amount may change; the range is \$1.5 million to \$10 million.

26. Page 9, Section VII G, “Guaranteed Annual Withdrawal Amount”

The Applicable Percentage table for the current GMIB rate is shown in the Rider. It may vary on a new business basis. The ranges for these percentages are shown below. Age bands may be redetermined on a new business basis only, plus or minus 10 years per age band. Re-determination may eradicate or add an age band.

<b>Current Applicable Percentage</b>	<b>Range of Applicable Percentages</b>
2.5%	0.5% - 4.5%
3.0%	1.5% - 5.0%
3.5%	1.0% - 5.5%
4.0%	2.0% - 6.0%
4.5%	2.5% - 6.5%
5.0%	3.0% - 7.0%
5.5%	3.5% - 7.5%
6.0%	4.0% - 8.0%
6.5%	4.5% - 8.5%
7.0%	5.0% - 9.0%
7.5%	5.5% - 9.5%
8.0%	6.0% - 10.0%
8.5%	6.5% - 10.0%
9.0%	7.0% - 11.0%

27. Page 10, Section VII H “Annual Ratchet” “45 days” may range from 30 to 120 days.
28. Page 11, Section VIII, payment frequencies are shown. We may add or delete frequencies in the future.
29. Page 12, The bracketed text pertaining to lifetime required minimum distributions will appear in Traditional IRA, TSA and QP Contracts only.
30. Pages 12-13, Part IX, “Certain Changes Under Joint Life Benefit Contracts”  
Reference to 30 days may change. Any change will range from 15 to 60 days.
31. Pages 14-22 and following, “Payment Upon Death”

Paragraph 3: If available and an Owner elects the “Greater of” Guaranteed Minimum Death Benefit the following text will appear: On or after the GWBL Conversion Effective Date, your GMDB will be adjusted for withdrawals on a pro-rata basis as described in your GMDB Rider.

In the subsection entitled “Effect of Divorce on Required Payments at Death” bracketed text will appear based on the type of contract issued.

Item 3 on page 19 will appear only if the Greater of GMDB is elected under the Contract. The ages will range from 70 to 90.

32. Page 22 GWBL Maturity Date: Age 95 may be revised to comply with regulatory changes pertaining to Maturity age requirements. It may range up to age 120.

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33. Page 23: The following text as shown in the rider will appear only if the GMIB Rider terminates automatically on the Last GMIB Exercise Date (based on AXA Equitable design) rather than converting to a GWBL Benefit. This also applies to page 23 of the rider in Section XIII A, second paragraph.
34. Page 23, XII, The Cost of this Rider. The current charge is shown. The range for the current charge is 0.35% to 1.25%. The maximum charge is shown. The range for the maximum charge is 0.65% - 1.55%.
35. Page 23, Part XIII B. Voluntary Termination of this Rider: Only the applicable text for the specific product will appear.

The following additional alternate text will appear based on product design.

***[The following text applies to Accumulator, Accumulator Plus and Accumulator Elite]***

[If you elected this Rider at the time of Contract purchase, you may terminate this Rider voluntarily provided that all Withdrawal Charges have expired under your Contract.

If you elect this Rider after the Contract Date, you may not voluntarily terminate it until the later of (i) expiration of all Withdrawal Charges under the Contract, (ii) completion of [four] Contract Years under the Contract or (iii) the Contract Date Anniversary following the Effective Date of this Rider. If on the Contract Date Anniversary following your [85<sup>th</sup>] birthday withdrawal charges remain on your Contract, you may terminate this Rider.

Upon a GWBL Conversion Date prior to age [85], you may voluntarily terminate this Rider on the later of i) expiration of all Withdrawal Charges under the Contract, or ii) the Contract Date Anniversary following your [85<sup>th</sup>] birthday.]

***[The following text applies to Accumulator Select]***

[If you elected this Rider at the time of Contract purchase, you may terminate this Rider voluntarily provided that you have completed [four] Contract Years under the Contract.

If you elect this Rider after the Contract Date, you may not voluntarily terminate it until the later of (i) completion of [four] Contract Years under the Contract, or (ii) the Contract Date Anniversary following the Effective Date of this Rider.

Upon a GWBL Conversion Date prior to age [85], you may voluntarily terminate this Rider on the Contract Date Anniversary following your [85<sup>th</sup>] birthday.]

36. Attachment A - These are the guaranteed minimum annuity purchase factors used to determine periodic payments under the Guaranteed Minimum Income Benefit and may change based on actuarial considerations such as mortality experience and interest rate changes.
37. The Home Office address is shown. It may change in the future. Any change will be shown in the rider.

**Endorsement Form 2009GWBLMD**

1. "30 days" may range from 15 to 60 days.



Richard Walsh  
Assistant Vice President  
Annuity Product Management & Filing

December 30, 2008

Ms. Julie Benafield Bowman, Insurance Commissioner  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201-1904

**RE: AXA Equitable Life Insurance Company**  
**NAIC No.:** 968-62944  
**FEIN** 13-5570651  
**See Attached Exhibit I, which lists the forms being filed.**

Dear Commissioner Bowman:

**Filing Overview**

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms (described below) include: Data Pages, Riders, Endorsements and Application Forms.

These new forms will be used with certain previously approved forms to allow us to introduce a new series of variable annuity products we call the "Accumulator 9.0 Series." As with our previous Accumulator Series, this Product uses a "modular" approach wherein we use different sets of data pages with a single base contract to create four versions that differ by markets, issue ages, contribution minimums/maximums, charges and surrender charge schedules.

The four versions of the Accumulator 9.0 Series products are: "Accumulator," "Accumulator Elite," "Accumulator Plus," and "Accumulator Select."

**Base Contract**

All four products will use previously approved base Contract 2006BASE-I-A and certain previously approved Endorsements and Riders all as shown in **Exhibit III** attached.

The new forms contained in this filing are substantially similar to the forms approved under our "Accumulator 08" Series and the differences are described below.

**Data Page Structure**

There will be one set of "base" Data Pages common to all products and one set of "product specific" Data Pages unique to each Accumulator Series 9.0 product. Base Data Pages 2009DP will be issued for each Accumulator Series product in all markets, except the Inherited IRA and Non-Spousal BCO (beneficiary continuation option") Rollover to Traditional IRA markets as described in the next paragraph.

Owners in the Inherited IRA and Non-Spousal BCO Rollover to Traditional IRA markets will be issued Data Page 2008DPBCO-INH/NSDR (Part A) along with base Data Pages 2009DP (Part B). Data Page 2008DPBCO-INH/NSDR

contains Inherited IRA and Non-Spousal BCO Rollover to Traditional IRA specific requirements. The Inherited IRA and Non-Spousal BCO Rollover to Traditional IRA markets are available under all Accumulator products, except Accumulator Plus. Data Page 2008DPBCO-INH/NSDR was approved on April 7, 2008.

The following table illustrates the base Data Pages and product-specific Data Pages that may be issued with the Contract for each product. The product-specific Data Pages (Part C) will contain the withdrawal and separate account charges and any product specific features. The Contract, Data Pages, Endorsements and optional Riders make up the entire Contract issued.

<b>Product Marketing Name</b>	<b>Base Data Pages (Parts A and B)</b>	<b>Product-Specific Data Page (Part C)</b>	<b>Withdrawal Charge Waiver Data Page (Part D)</b>
<b>Accumulator</b>	2009DP 2008DPBCO-INH/NSDR (Part A)*	2009DPCore	2009DPWVR
<b>Accumulator Select</b>		2009DPSelect	N/A
<b>Accumulator Elite</b>		2009DPElite	2009DPWVR
<b>Accumulator Plus*</b>		2009DPPlus	2009DPWVR

\*Not issued with Accumulator Plus.

Differences in Charges, Contributions and Withdrawal Charges by Product, are shown in **Exhibit II** attached.

#### **Endorsement Applicable to Investment Options**

Endorsement 2009GOA provides the Owner two options for allocating amounts under their Contract to the available investment options. There are different terms and conditions applicable to each option which are detailed in the endorsement.

In addition, we are filing the following new Riders for your approval. These Riders provide for optional enhanced benefits and are substantially similar to previously approved Riders.

#### **Guaranteed Minimum Income Benefit Rider**

Rider 2009GMIB provides for an optional Guaranteed Minimum Income Benefit ("GMIB"). The Rider's GMIB benefit is very similar to our previous Accumulator '08 GMIB. The 2009GMIB gives the owner the option to convert to a GWBL benefit between age 80 to age 85. The terms and conditions for the conversion option are included in the GMIB rider and are followed by a complete description of the "post conversion" GWBL benefit (which is substantially similar to our previously approved GWBL rider's benefit). If the owner does not elect an option at the last GMIB exercise date, (the Contract Date Anniversary following age 85) the Contract automatically converts to the GWBL Benefit. This rider thereby provides the client an ongoing living benefit for life.

#### **Guaranteed Minimum Death Benefit Riders**

Riders 2009GMDBAR and 2009GMDBOPR provide for an optional Guaranteed Minimum Death Benefit ("GMDB"). These Riders are substantially similar to the '08 GMDB. Rider 2009GMDBOPR provides an optional reset of the Guaranteed Minimum Death Benefit upon election by the Owner and is available only in combination with Rider 2009GMIB. If GMIB is voluntarily terminated, this rider will be automatically terminated at the same time. Rider 2009GMDBAR may be elected on a stand-alone basis and provides an annual reset of the benefit base if the Annuity Account Value is greater than the current GMDB.

#### **Market Segment Endorsement**

Also enclosed for your approval is the market segment endorsement for a Tax Sheltered Annuity ("TSA"), 2009TSA-ACC. This market segment endorsement has been drafted in consultation with our tax counsel.

#### **Additional Endorsements**

The following Endorsements are also enclosed for your approval:

- 2009DBENDO: This endorsement will be issued with all Contracts. It provides for a misstatement of age provision applicable to Death Benefits.

- 2009ADOPT: This endorsement provides the Owner the right to add a GMIB Rider to his/her Contract after the Contract Date if certain qualifications described in the endorsement are met.
- 2009GWBLMD: This endorsement will be offered with our GMIB Rider.
- 2009MMSDCA and 2009SDCA: These endorsements describe the special dollar cost averaging feature applicable to the money market fund and guaranteed interest option respectively.

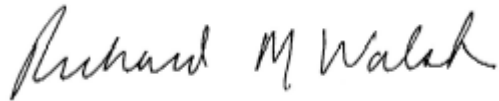
We are also enclosing for your approval application forms. These forms are new and will be used with the referenced forms. Each Accumulator product and each channel of distribution has an application as described below.

Product Marketing Name	Application form for Agent Channel	Application form for Outside Broker Channel
Accumulator	2009 App 01 C	2009 App 02 C
Accumulator Select	2009 App 01 S	2009 App 02 S
Accumulator Elite	2009 App 01 E	2009 App 02 E
Accumulator Plus	2009 App 01 P	2009 App 02 P

In addition, we have enclosed the Actuarial Basis Memorandum and the Description of Illustrative and Variable Text. The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,



Richard Walsh  
Assistant Vice President

## **EXHIBIT I**

### **ACCUMULATOR SERIES-9.0**

**The following forms are filed for your approval:**

2009DP - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPWVR - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPCore - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPSelect - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPPlus - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009DPElite - Individual Fixed and Variable Annuity – Insert Page for Contract  
2009GMIB - Individual Fixed and Variable Annuity – Rider  
2009GMDBOPR - Individual Fixed and Variable Annuity – Rider  
2009GMDBAR - Individual Fixed and Variable Annuity – Rider  
2009GOA - Individual Fixed and Variable Annuity – Endorsement  
2009TSA-ACC - Individual Fixed and Variable Annuity – Endorsement  
2009GWBLMD - Individual Fixed and Variable Annuity – Endorsement  
2009ADOPT - Individual Fixed and Variable Annuity – Endorsement  
2009DBENDO - Individual Fixed and Variable Annuity – Endorsement  
2009MMSDCA - Individual Fixed and Variable Annuity – Endorsement  
2009SDCA - Individual Fixed and Variable Annuity – Endorsement  
2009 App 01 C - Individual Fixed and Variable Annuity – Application  
2009 App 02 C - Individual Fixed and Variable Annuity – Application  
2009 App 01 S - Individual Fixed and Variable Annuity – Application  
2009 App 02 S - Individual Fixed and Variable Annuity – Application  
2009 App 01 E - Individual Fixed and Variable Annuity – Application  
2009 App 02 E - Individual Fixed and Variable Annuity – Application  
2009 App 01 P - Individual Fixed and Variable Annuity – Application  
2009 App 02 P - Individual Fixed and Variable Annuity – Application

## EXHIBIT II

### ACCUMULATOR SERIES-9.0

The following chart highlights the new Accumulator Series product-specific features.

<b>Product Type</b>	<b>Accumulator</b>	<b>Plus</b>	<b>Elite</b>	<b>Select</b>
Daily Separate Account (M&E) Charges	1.30	1.55	1.65%	1.70
Minimum Contributions	\$5,000	\$10,000	\$10,000	\$25,000
Withdrawal Charge	7-yr (7/7/6/6/5/3/1)	9-yr (8/8/7/7/6/5/4/3/2)	4-yr (8/7/6/5)	No Surrender Charge

### **EXHIBIT III**

#### **ACCUMULATOR SERIES-9.0**

The forms listed below and approved on 03/27/06 under state tracking no. SERT-6MBUBJ252 will be used with the Accumulator Series 9.0 products filed hereunder.

2006BASE-I-A Individual Fixed and Variable Annuity – Contract  
2006EEB – Individual Fixed and Variable Annuity – Rider  
2006GMAB – Individual Fixed and Variable Annuity – Rider  
2006QP-ACC– Individual Fixed and Variable Annuity – Endorsement  
2006QP-GWB– Individual Fixed and Variable Annuity – Endorsement  
2006CRT – Individual Fixed and Variable Annuity – Endorsement  
2006INHIRA-ACC – Individual Fixed and Variable Annuity – Endorsement  
2006INHROTH-ACC – Individual Fixed and Variable Annuity – Endorsement

The forms listed below and approved on 01/10/07 under state tracking no.34596 will be used with the Accumulator Series 9.0 products filed hereunder.

2007DB-ACC - Individual Fixed and Variable Annuity – Endorsement  
2007DB-GWB – Individual Fixed and Variable Annuity – Endorsement  
2007NQ-ACC - Individual Fixed and Variable Annuity – Endorsement  
2007NQ-GWB – Individual Fixed and Variable Annuity – Endorsement  
2007COO - Individual Fixed and Variable Annuity – Endorsement  
2007PREDB - Individual Fixed and Variable Annuity – Endorsement

The forms listed below and approved on 08/24/07 under state tracking no.36696 will be used with the Accumulator Series 9.0 products filed hereunder.

2007GWB-STYL - Individual Fixed and Variable Annuity – Rider

The forms listed below and approved on 04/07/08 under state tracking no.38573 will be used with the Accumulator Series 9.0 products filed hereunder.

2008IRA-ACC - Individual Fixed and Variable Annuity – Endorsement  
2008IRA-GWB – Individual Fixed and Variable Annuity –Endorsement  
2008ROTH-ACC – Individual Fixed and Variable Annuity – Endorsement  
2008ROTH-GWB – Individual Fixed and Variable Annuity –Endorsement  
2008SEPIRA-ACC - Individual Fixed and Variable Annuity – Endorsement  
2008SEPIRA-GWB – Individual Fixed and Variable Annuity –Endorsement  
2008SIMIRA-ACC - Individual Fixed and Variable Annuity – Endorsement  
2008SIMIRA-GWB – Individual Fixed and Variable Annuity –Endorsement  
2008TQNSBCO - Individual Fixed and Variable Annuity – Endorsement  
2008IRA-CSTDL-NS – Individual Fixed and Variable Annuity – Endorsement  
2008TRBNS - Individual Fixed and Variable Annuity – Endorsement  
2008DEFER - Individual Fixed and Variable Annuity – Endorsement

SERFF Tracking Number: ELAS-125950930 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 41219

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: ACCUMULATOR 09

Project Name/Number: ACCUMULATOR 09/2009DP

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/29/2008	Supporting	Variable Material Document	02/09/2009	9 0 VTM for Data Pages.pdf (Superceded) 9 0 VTM for Data Pages for Individual Contract.pdf (Superceded) VTM App 01 Accum09.pdf VTM App 02 Accum09.pdf

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**

**For use with Certificate Form No. 2006BASEA/2006BASEB or Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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<b>Data Pages Description:</b>	<b>Form No.</b>
Base Data Page	2009DP
Accumulator Core Data Page	2009DPCore
Accumulator Elite Data Page	2009DPElite
Accumulator Plus Data Page	2009DPPlus
Accumulator Select Data Page	2009DPSelect
Withdrawal Charge Waiver Data Page	2009DPWVR

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages forms. They are numbered , in accordance with the page number as to where they appear in the forms and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual Data Pages forms a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), a Rollover Tax Sheltered Annuity (**TSA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

### **Data Pages:**

For each product, there will be a base set of Data Pages 2009DP common to all products followed by product-specific Data Pages unique to each product and a Withdrawal Charge Waiver Data Page. (If the Contract is issued as an Inherited IRA Contract or as a Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contract, then Data Page 1 of previously approved form 2008DPBCO-INH/NSDR will replace Data Page 1 of form 2009DP, followed by the remaining base set of Data Pages 2009DP). The product specific Data Pages which contain the Withdrawal and Daily Separate Account Charges applicable to that product. The Withdrawal Charge Waiver Data Page, will be issued with all product that have a Withdrawal Charge. See table below for form numbers:

<b>Base Data Pages Form Nos.</b>	<b>Product-Specific Data Pages Form Nos.</b>	<b>Withdrawal Charge Waiver Form</b>	<b>Accumulator Product Series Name</b>
20098DP or 2008DPBCO-INH/NSDR ^	2009DPCore	2009DPWVR	Accumulator (Core)
	2009DPElite	2009DPWVR	Accumulator Elite
	2009DPPlus	2009DPWVR	Accumulator Plus ^
	2009DPSelect	Not Applicable	Accumulator Select

▲ This form provides for an Inherited IRA. The Inherited IRA market segment is not offered under the Accumulator Plus product.

### **Data Page No. 2009DP**

*(Unless specifically noted these items apply to all Accumulator Products.)*

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Pages 1:** Applicable for TSA Contract/Certificates. The Employer's name and Plan name will appear hear.
3. **Data Pages 1, "Group Master Contract Number":** Applicable only to jurisdictions in which group annuity policy forms are filed: Certificates issued under a group master contract arrangement will reflect the master contract number.
4. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
5. **Data Page 1 "Endorsement Applicable to Accumulator Plus":** The "Endorsement Applicable to Credits Applied to Annuity Account Value" will appear only on Accumulator Plus Contract Data Pages.
6. **Data Page 1, "Investment Option Endorsements":** The Investment Options Endorsements elected at application will be listed on the Data Pages. The Data Pages will show the applicable program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account is available under Accumulator and Accumulator Elite. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under Accumulator Plus and Accumulator Select.
7. **Data Pages 1 and 2, "Benefit Endorsement" and Optional Riders":** The Optional Riders that an Owner elects at application will be listed on the Data Pages. The Optional Benefit Endorsement gives Owners the right to add Optional Benefit Rider(s) to their Contract after the Contract has been issued.

8. **Data Pages 2:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines.
9. **Data Pages 2:** For Accumulator Plus the Maturity Date may not be prior to five years from the Contract Date.
10. **Data Pages 2, “Maturity Date”:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. For GWBL, the Maturity Date age is defined under the appropriate rider and/or endorsement and will vary accordingly.
11. **Data Page 3, “Special Dollar Cost Averaging Rate”:** The Special Dollar Cost Averaging Program is available only under the Accumulator Core and Accumulator Elite products. When the Special Dollar Cost Averaging Program is available and elected, the applicable text will appear. Programs vary by duration and rate. Current durations are 3, 6 and 12 months. Other durations may be offered in the future. The guaranteed interest rate under a Special Dollar Cost Averaging Program will depend on the program duration elected by the Contract owner. The minimum guaranteed interest rate for the Special Dollar Cost Averaging Program will be the minimum Nonforfeiture rate guaranteed under the Guaranteed Interest Option of this Contract. Rollup benefits will rollup at the applicable rollup rate.
12. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

13. **Data Page 3 “Contribution Limits”:** *[The following text will appear for the QP market.]* Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

Age limitations with respect to Contract issuance and subsequent Contributions vary by product. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes. The following table reflects the current age and contribution limits by product line:

Product	Issue Age	Contribution Age Maximum†	Age at Maturity Date
<b>Accumulator (Core)</b>	0-75*	76	95
<b>Accumulator Select</b>	0-75**	76	95
<b>Accumulator Plus</b>	0-70***	71	95
<b>Accumulator Elite</b>	0-75**	76	95

\* Issue Age is limited to age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

\*\* Issue Age is limited to age 70 for Inherited IRA and age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

\*\*\* Issue Age is limited to age 70 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 (for all AXA Equitable Contracts/Certificates).

**Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Product and the Owner's market segment.**

Product	Minimum Initial Contribution	Minimum Subsequent Contribution
<b>Accumulator</b>	\$5,000 (\$4,000 for Flex Premium IRA/Roth)	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Select</b>	\$25,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Elite</b>	\$10,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Plus</b>	\$10,000	\$500 (\$50 for IRA/Roth)

**Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contribution Limits.**

Market Segment	Text
<b>IRA</b>	<b>Rollover/Traditional IRA only:</b> We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be "regular" IRA Contributions, rollover Contributions or direct transfers.
<b>Roth IRA</b>	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p><b>Roth Conversion only:</b> We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Accumulator 9.0] Traditional IRA Contract/Certificate you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator 9.0] Traditional IRA Contract.</p>
<b>QP-Defined Contribution</b>	We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.

<b>TSA</b>	<p>The only Contributions we will accept are rollover and direct transfer Contributions. We will not accept Contributions from employers.</p> <p>Contributions to purchase this TSA Contract may be made only for individuals who are active participants in the Employer's Plan at the time the Contribution is made and while the Employer is remitting contributions with respect to compensation to purchase other 403(b) Contracts we issue for some or all of the Employer's employees who are active participants in the Plan.</p> <p>A TSA Contract may be purchased only with direct transfer Contributions. Subsequent Contributions if and as permitted in the Data Pages are subject to our documentation rules, must be either direct transfer Contributions or rollover Contributions; we do not accept Employer-remitted Contributions to this TSA Contract. Direct transfer or rollover Contributions may not be made to this TSA Contract unless permitted by the Plan, and the Employer or the Employer's Designee documents approval in a manner acceptable to us.</p> <p>We do not accept any after-tax Contributions, whether non-Roth after-tax contributions or elective deferral contributions which are designated Roth contributions under Section 402A of the Code. We do not separately account for rollover Contributions, nor do we track Contributions by source or type.</p> <p>We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.</p>
<b>Non-Spousal BCO Contracts/Certificates</b>	We will accept contributions in accordance with the Contribution requirements described in Part III- Contributions and Allocations, Item 7 - Limits on Contributions of the Non-Spousal Beneficiary Continuation Option ("BCO") Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA endorsement.
<b>Partial Roth IRA Conversion Contracts/Certificates</b>	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range from 0 to 100%.
<b>Principal Guarantee Benefit</b>	<p>When the Principal Guarantee Benefit is available and elected, Contributions may only be made during the six-month period beginning on the Contract Date. Contributions will not be accepted under any investment option in this Contract after this six-month period.</p> <p>We reserve the right to change the subsequent Contribution period from 0-12 months.</p>

14. **Data Page 3, "Initial Contribution Amount":** For Accumulator Plus only, the Initial Contribution amount will vary based on the amount contributed to the Contract at application.
15. **Data Page 3, "Expected First Year Contribution":** For Accumulator Plus only, the Expected First Year Contribution will vary based on the Expected First Year Contribution amount indicated on the application. This amount determines the Credit to be applied.
16. **Data Page 3, "Partial Roth IRA Conversions":** For Accumulator Plus the following text will show: Credits are not applied to Contributions that result from a Roth IRA conversion from an Accumulator Plus Traditional IRA Contract.

17. **Data Page 4, "Investment Options"**: As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

*[Applicable if a Dollar Cost Averaging Program is elected.]* The Data Pages will show the applicable Dollar Cost Averaging program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account is available under Accumulator and Accumulator Elite. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under Accumulator Plus and Accumulator Select.

### **Option A**

If Option A is available and elected, 100% (Option A allocation may range from 0% - 100%) this of the Contributions must be invested in any or all of the following options AXA Allocation funds: [AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation], EQ/American Core Allocation, EQ/American Core Growth Allocation, EQ/American Balanced Allocation], Index Allocation Funds, EQ/Money Market, Guaranteed Interest Option and an account for Dollar Cost Averaging. We reserve the right to add, remove or change Investment Options under this Option.

Currently no more than 25% of the Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limitation will range from 0 to 100%.

The percentage allocated field may not be available at launch, however, we reserve the right to show the percentage allocated when it becomes available.

### **Option B**

If Option B is available and elected 100% (Option B allocation may range from 0% - 100%) of the Contributions must be invested in any or all of the Investment Options offered under Option B and an account for Dollar Cost Averaging. We currently offer the following four categories: the Fixed Income Variable Investment Category, Core Diversified Equity Variable Investment Options, Small/Mid Cap Variable Investment Options and the Specialty Variable Investment Option. We reserve the right to add, remove, change the name or objective of the investment categories.

A minimum of 20% of the Annuity Account Value must be invested into the Fixed Income Variable Investment Category. This minimum may range from 0% - 100%. The total Annuity Account Value invested in the remaining categories can not exceed 80% and may range from 0% - 100%.

If an account for Dollar Cost Averaging is elected under Option B, 100% of the contribution must be allocated to the program. The allocation to the Dollar Cost Averaging program may change on non-discriminatory and new business basis and will range from 0% - 100%. Funds allocated to a Dollar Cost Averaging program will then be transferred out according to the Contract guidelines and the Owner's instructions. Currently no more than 25% of the Dollar Cost Averaging allocation may be transferred to the Guaranteed Interest Option. This amount may change in the future. The percentage limitation will range from 0 to 100%.

The percentage limits applicable to Option A and Option B may change from time to time and will be done in a manner that is fair and non-discriminatory.

**“Investment Options”:** When the Principal Guarantee Benefit is available and elected, the Investment Options for the 100% Principal Guarantee Benefit are the “AXA Allocation Funds” [AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation], EQ/American Core Allocation, EQ/American Core Growth Allocation, EQ/American Balanced Allocation]. For the 125% Principal Guarantee Benefit, the only Variable Investment Option available is the AXA Moderate Allocation Investment Option. The Guaranteed Interest Option and the Dollar Cost Averaging programs available under the Owner’s product are available with both Principal Guarantee Benefit options. We reserve the right to add, remove or change Investment Options under this Option.

18. **Data Page 6, “Transfer Rules”:** Current transfer rules and market timing language are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this language to address disruptive activity.
19. **Data Page 5, 6 and 7, “Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 0 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time on a new business basis and will be done in a manner that is fair and non-discriminatory.
20. **Data Page 7, “Minimum Withdrawal Amounts”:** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal and/or withdrawal charge will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000. and accordingly, any related text change thereto. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA, TSA and QP market segments.
21. **Data Page 8, “Minimum Amount of Annuity Account Value”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000, in the future on a new business basis only, and will be done in a manner that is fair and non-discriminatory.
22. **Data Page 8, “Loans”:** This language will appear in the TSA market segment only. The loan reserve amount may range from 0% - 20%.
23. **Data Page 8, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Any change will be made on a uniform and non-discriminatory basis. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.
24. **Data Page 8, “Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex and Minimum Amount to be Applied to an Annuity”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.

25. **Data Page 8, “Minimum Amount to be Applied to an Annuity”:** The current amount is shown on the Data Pages. We reserve the right to change these amounts in the future on a new business basis only. Any such change will be made on a uniform and non-discriminatory basis.
26. **Data Page 9, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. Once a Contract is issued these charges will not change. Any change will be made on a uniform and non-discriminatory basis.
27. **Data Page 9, “Optional Benefit Charge”:** Optional Benefit Charges will appear on the Data Pages or the Rider as applicable. The current charge is reflected in the Data Pages. We reserve the right to change these charges in the future. The interest rate and age provisions therein may change due to market conditions and product variations. Any change will be made on a uniform and non-discriminatory basis. The ranges for these charges are as follows:

<b>Optional Benefit Rider</b>		<b>Range of Charges</b>
Guaranteed Minimum Death Benefit-Annual Ratchet to Age [85] Death Benefit		0.15%-0.75%
Guaranteed Minimum Death Benefit-Greater of [5]% Roll-Up to Age [85] or Annual Ratchet to Age [85] Death Benefit		0.25%-1.00%
Earnings Enhancement Benefit		0.20%-0.90%
100% Principal Guarantee Benefit*		0.25%-1.00%
125% Principal Guarantee Benefit*		0.50%-1.25%
Guaranteed Withdrawal Benefit*		
GWB Current Charge	0.30%	0.15%-0.45%
GWB Maximum Charge	0.45%	0.25%-0.70%

The riders shown in the table above have been previously approved as described in the filing letter for this submission. These riders will be available under the Accumulator 9.0 Series.

\*These previously approved optional benefits are not available at launch, but may be available in the future.

When the Principal Guarantee Benefit is available and elected, Contributions may only be made during the six-month period beginning on the Contract Date. Contributions will not be accepted under any investment option in this Contract after this six-month period. We reserve the right to change the subsequent Contribution period from 0-12 months.

28. **Data Page 10, “Number of Free Transfers”:** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.

**Product Specific Data Page Form Nos. 2009DPCore, 2009DPPlus, 2009DPElite and 2009DPSelect**

1. **Data Page 11, “Free Withdrawal Amount”:** Pursuant to Section 8.01, the free withdrawal amount may be changed to a percentage within the range of 0% to 50%. The free withdrawal amount in effect is stated in the Data Pages. We reserve the right to institute an exclusion period for future issues of this Contract. The exclusion period for the free withdrawal in Contract Year 1 may range from the first 0-12 months.

For purposes of determining the free withdrawal amount in the first Contract Year, the free withdrawal amount is based on Contributions received in the first 90 days of the Contract Date. This time period may vary from 30 days to 6 months, on a new business basis only. (Not applicable to 2008DPSelect).

2. **Data Page 13, “Daily Separate Account Charges”:** Sections 8.05 and 8.07 of the Contract gives AXA Equitable the right to change the Daily Separate Account Charges; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. The Daily Separate Account will not exceed 2.00%

**Withdrawal Charge Waiver Data Page Form No. 2009DPWVR**

**We may add or delete waivers based on product design and/or financial risk mitigation concerns to the Company. Such changes will be on a new business basis only.**

1. **Data Page 12 and 13, “Withdrawal Charges”:** Sections 8.01 and 8.07 of the Contract gives AXA Equitable the right to waive or reduce the Withdrawal Charges. Any changes will be made on a uniform basis among all Contracts depending on the market or class of business.
2. The wait period for the dollar for dollar withdrawal treatment is 3 years, and may vary from 0 to 10 years.

If the wait period is 0 years, the waiver will appear as “effective immediately, any withdrawal that together with any prior withdrawals made during the Contract Year, does not exceed [5%] of the beginning of the Contract Year Roll Up portion of your [GMIB][GMDB] benefit base[s]. [In the first Contract Year, contributions received in the first [90 days] will determine such withdrawal amount.] If any withdrawal causes a pro-rata reduction in the Roll Up portion of the [GMIB][GMDB] benefit base[s] (as described in the [GMIB][GMDB] rider(s)) this waiver is not applicable to the withdrawal that causes the pro-rata reduction to commence, nor to any subsequent withdrawal for the life of the Contract/Certificate.

The range for the dollar for dollar withdrawal treatment is 2% to 8%.

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
**Memorandum of Variable Material**

**For use with Contract Form No. 2006BASE-I-A/2006BASE-I-B (depending on jurisdiction) marketed as AXA Equitable's "Accumulator Series 9.0" ("Accumulator," "Accumulator Select," "Accumulator Plus" and "Accumulator Elite")**

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<b>Data Pages Description:</b>	<b>Form No.</b>
Base Data Page	2009DP
Accumulator Core Data Page	2009DPCore
Accumulator Elite Data Page	2009DPElite
Accumulator Plus Data Page	2009DPPlus
Accumulator Select Data Page	2009DPSelect
Withdrawal Charge Waiver Data Page	2009DPWVR

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages forms. They are numbered , in accordance with the page number as to where they appear in the forms and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual Data Pages forms a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**), a Rollover Tax Sheltered Annuity (**TSA**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

### **Data Pages:**

For each product, there will be a base set of Data Pages 2009DP common to all products followed by product-specific Data Pages unique to each product and a Withdrawal Charge Waiver Data Page. (If the Contract is issued as an Inherited IRA Contract or as a Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contract, then Data Page 1 of previously approved form 2008DPBCO-INH/NSDR will replace Data Page 1 of form 2009DP, followed by the remaining base set of Data Pages 2009DP). The product specific Data Pages which contain the Withdrawal and Daily Separate Account Charges applicable to that product. The Withdrawal Charge Waiver Data Page, will be issued with all product that have a Withdrawal Charge. See table below for form numbers:

<b>Base Data Pages Form Nos.</b>	<b>Product-Specific Data Pages Form Nos.</b>	<b>Withdrawal Charge Waiver Form</b>	<b>Accumulator Product Series Name</b>
20098DP or 2008DPBCO-INH/NSDR ^	2009DPCore	2009DPWVR	Accumulator (Core)
	2009DPElite	2009DPWVR	Accumulator Elite
	2009DPPlus	2009DPWVR	Accumulator Plus ^
	2009DPSelect	Not Applicable	Accumulator Select

▲ This form provides for an Inherited IRA. The Inherited IRA market segment is not offered under the Accumulator Plus product.

### **Data Page No. 2009DP**

*(Unless specifically noted these items apply to all Accumulator Products.)*

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Pages 1:** Applicable for TSA Contracts. The Employer's name and Plan name will appear here.
3. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
4. **Data Page 1 "Endorsement Applicable to Accumulator Plus":** The "Endorsement Applicable to Credits Applied to Annuity Account Value" will appear only on Accumulator Plus Contract Data Pages.
5. **Data Page 1, "Investment Option Endorsements":** The Investment Options Endorsements elected at application will be listed on the Data Pages. The Data Pages will show the applicable program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account is available under Accumulator and Accumulator Elite. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under Accumulator Plus and Accumulator Select.
6. **Data Pages 1 and 2, "Benefit Endorsement" and Optional Riders":** The Optional Riders that an Owner elects at application will be listed on the Data Pages. The Optional Benefit Endorsement gives Owners the right to add Optional Benefit Rider(s) to their Contract after the Contract has been issued.
7. **Data Pages 2:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines.

8. **Data Pages 2:** For Accumulator Plus the Maturity Date may not be prior to five years from the Contract Date.
9. **Data Pages 2, “Maturity Date”:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. For GWBL, the Maturity Date age is defined under the appropriate rider and/or endorsement and will vary accordingly.
10. **Data Page 3, “Special Dollar Cost Averaging Rate”:** The Special Dollar Cost Averaging Program is available only under the Accumulator Core and Accumulator Elite products. When the Special Dollar Cost Averaging Program is available and elected, the applicable text will appear. Programs vary by duration and rate. Current durations are 3, 6 and 12 months. Other durations may be offered in the future. The guaranteed interest rate under a Special Dollar Cost Averaging Program will depend on the program duration elected by the Contract owner. The minimum guaranteed interest rate for the Special Dollar Cost Averaging Program will be the minimum Nonforfeiture rate guaranteed under the Guaranteed Interest Option of this Contract. Rollup benefits will rollup at the applicable rollup rate.
11. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

12. **Data Page 3 “Contribution Limits”:** *[The following text will appear for the QP market.]* Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

Age limitations with respect to Contract issuance and subsequent Contributions vary by product. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes. The following table reflects the current age and contribution limits by product line:

Product	Issue Age	Contribution Age Maximum†	Age at Maturity Date
<b>Accumulator (Core)</b>	0-75*	76	95
<b>Accumulator Select</b>	0-75**	76	95
<b>Accumulator Plus</b>	0-70***	71	95
<b>Accumulator Elite</b>	0-75**	76	95

\* Issue Age is limited to age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

\*\* Issue Age is limited to age 70 for Inherited IRA and age 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

\*\*\* Issue Age is limited to age 70 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the

contribution limits to accommodate a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 (for all AXA Equitable Contracts/Certificates).

**Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Product and the Owner’s market segment.**

Product	Minimum Initial Contribution	Minimum Subsequent Contribution
<b>Accumulator</b>	\$5,000 (\$4,000 for Flex Premium IRA/Roth)	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Select</b>	\$25,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Elite</b>	\$10,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth)
<b>Accumulator Plus</b>	\$10,000	\$500 (\$50 for IRA/Roth)

**Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contribution Limits.**

Market Segment	Text
<b>IRA</b>	<b>Rollover/Traditional IRA only:</b> We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
<b>Roth IRA</b>	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p><b>Roth Conversion only:</b> We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Accumulator 9.0] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator 9.0] Traditional IRA Contract.</p>
<b>QP-Defined Contribution</b>	We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.

<b>TSA</b>	<p>The only Contributions we will accept are rollover and direct transfer Contributions. We will not accept Contributions from employers.</p> <p>Contributions to purchase this TSA Contract may be made only for individuals who are active participants in the Employer's Plan at the time the Contribution is made and while the Employer is remitting contributions with respect to compensation to purchase other 403(b) Contracts we issue for some or all of the Employer's employees who are active participants in the Plan.</p> <p>A TSA Contract may be purchased only with direct transfer Contributions. Subsequent Contributions if and as permitted in the Data Pages are subject to our documentation rules, must be either direct transfer Contributions or rollover Contributions; we do not accept Employer-remitted Contributions to this TSA Contract. Direct transfer or rollover Contributions may not be made to this TSA Contract unless permitted by the Plan, and the Employer or the Employer's Designee documents approval in a manner acceptable to us.</p> <p>We do not accept any after-tax Contributions, whether non-Roth after-tax contributions or elective deferral contributions which are designated Roth contributions under Section 402A of the Code. We do not separately account for rollover Contributions, nor do we track Contributions by source or type.</p> <p>We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) plans.</p>
<b>Non-Spousal BCO Contracts/Certificates</b>	We will accept contributions in accordance with the Contribution requirements described in Part III- Contributions and Allocations, Item 7 - Limits on Contributions of the Non-Spousal Beneficiary Continuation Option ("BCO") Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA endorsement.
<b>Partial Roth IRA Conversion Contracts/Certificates</b>	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range from 0 to 100%.
<b>Principal Guarantee Benefit</b>	<p>When the Principal Guarantee Benefit is available and elected, Contributions may only be made during the six-month period beginning on the Contract Date. Contributions will not be accepted under any investment option in this Contract after this six-month period.</p> <p>We reserve the right to change the subsequent Contribution period from 0-12 months.</p>

13. **Data Page 3, "Initial Contribution Amount":** For Accumulator Plus only, the Initial Contribution amount will vary based on the amount contributed to the Contract at application.
14. **Data Page 3, "Expected First Year Contribution":** For Accumulator Plus only, the Expected First Year Contribution will vary based on the Expected First Year Contribution amount indicated on the application. This amount determines the Credit to be applied.
15. **Data Page 3, "Partial Roth IRA Conversions":** For Accumulator Plus the following text will show: Credits are not applied to Contributions that result from a Roth IRA conversion from an Accumulator Plus Traditional IRA Contract.

16. **Data Page 4, "Investment Options"**: As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable's Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

*[Applicable if a Dollar Cost Averaging Program is elected.]* The Data Pages will show the applicable Dollar Cost Averaging program based on the product applied for by the Owner. The Endorsement Applicable to Guaranteed Interest Special Dollar Cost Averaging, which provides the Special Dollar Cost Averaging program using our general account is available under Accumulator and Accumulator Elite. The Endorsement Applicable to Special Money Market Dollar Cost Averaging, which provides the Money Market Dollar Cost Averaging program, is available under Accumulator Plus and Accumulator Select.

### **Option A**

If Option A is available and elected, 100% (Option A allocation may range from 0% - 100%) this of the Contributions must be invested in any or all of the following options AXA Allocation funds: [AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation], EQ/American Core Allocation, EQ/American Core Growth Allocation, EQ/American Balanced Allocation], Index Allocation Funds, EQ/Money Market, Guaranteed Interest Option and an account for Dollar Cost Averaging. We reserve the right to add, remove or change Investment Options under this Option.

Currently no more than 25% of the Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limitation will range from 0 to 100%.

The percentage allocated field may not be available at launch, however, we reserve the right to show the percentage allocated when it becomes available.

### **Option B**

If Option B is available and elected 100% (Option B allocation may range from 0% - 100%) of the Contributions must be invested in any or all of the Investment Options offered under Option B and an account for Dollar Cost Averaging. We currently offer the following four categories: the Fixed Income Variable Investment Category, Core Diversified Equity Variable Investment Options, Small/Mid Cap Variable Investment Options and the Specialty Variable Investment Option. We reserve the right to add, remove, change the name or objective of the investment categories.

A minimum of 20% of the Annuity Account Value must be invested into the Fixed Income Variable Investment Category. This minimum may range from 0% - 100%. The total Annuity Account Value invested in the remaining categories can not exceed 80% and may range from 0% - 100%.

If an account for Dollar Cost Averaging is elected under Option B, 100% of the contribution must be allocated to the program. The allocation to the Dollar Cost Averaging program may change on non-discriminatory and new business basis and will range from 0% - 100%. Funds allocated to a Dollar Cost Averaging program will then be transferred out according to the Contract guidelines and the Owner's instructions. Currently no more than 25% of the Dollar Cost Averaging allocation may be transferred to the Guaranteed Interest Option. This amount may change in the future. The percentage limitation will range from 0 to 100%.

The percentage limits applicable to Option A and Option B may change from time to time and will be done in a manner that is fair and non-discriminatory.

**“Investment Options”:** When the Principal Guarantee Benefit is available and elected, the Investment Options for the 100% Principal Guarantee Benefit are the “AXA Allocation Funds” [AXA Conservative Allocation, AXA Conservative-Plus Allocation, AXA Moderate Allocation, AXA Moderate-Plus Allocation], EQ/American Core Allocation, EQ/American Core Growth Allocation, EQ/American Balanced Allocation]. For the 125% Principal Guarantee Benefit, the only Variable Investment Option available is the AXA Moderate Allocation Investment Option. The Guaranteed Interest Option and the Dollar Cost Averaging programs available under the Owner’s product are available with both Principal Guarantee Benefit options. We reserve the right to add, remove or change Investment Options under this Option.

17. **Data Page 6, “Transfer Rules”:** Current transfer rules and market timing language are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this language to address disruptive activity.
18. **Data Page 5, 6 and 7, “Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 0 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time on a new business basis and will be done in a manner that is fair and non-discriminatory.
19. **Data Page 7, “Minimum Withdrawal Amounts”:** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal and/or withdrawal charge will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000. and accordingly, any related text change thereto. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA, TSA and QP market segments.
20. **Data Page 8, “Minimum Amount of Annuity Account Value”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000, in the future on a new business basis only, and will be done in a manner that is fair and non-discriminatory.
21. **Data Page 8, “Loans”:** This language will appear in the TSA market segment only. The loan reserve amount may range from 0% - 20%.
22. **Data Page 8, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Any change will be made on a uniform and non-discriminatory basis. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.
23. **Data Page 8, “Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex and Minimum Amount to be Applied to an Annuity”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.

24. **Data Page 8, “Minimum Amount to be Applied to an Annuity”:** The current amount is shown on the Data Pages. We reserve the right to change these amounts in the future on a new business basis only. Any such change will be made on a uniform and non-discriminatory basis.
25. **Data Page 9, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. Once a Contract is issued these charges will not change. Any change will be made on a uniform and non-discriminatory basis.
26. **Data Page 9, “Optional Benefit Charge”:** Optional Benefit Charges will appear on the Data Pages or the Rider as applicable. The current charge is reflected in the Data Pages. We reserve the right to change these charges in the future. The interest rate and age provisions therein may change due to market conditions and product variations. Any change will be made on a uniform and non-discriminatory basis. The ranges for these charges are as follows:

<b>Optional Benefit Rider</b>		<b>Range of Charges</b>
Guaranteed Minimum Death Benefit-Annual Ratchet to Age [85] Death Benefit		0.15%-0.75%
Guaranteed Minimum Death Benefit-Greater of [5]% Roll-Up to Age [85] or Annual Ratchet to Age [85] Death Benefit		0.25%-1.00%
Earnings Enhancement Benefit		0.20%-0.90%
100% Principal Guarantee Benefit*		0.25%-1.00%
125% Principal Guarantee Benefit*		0.50%-1.25%
Guaranteed Withdrawal Benefit*		
GWB Current Charge	0.30%	0.15%-0.45%
GWB Maximum Charge	0.45%	0.25%-0.70%

The riders shown in the table above have been previously approved as described in the filing letter for this submission. These riders will be available under the Accumulator 9.0 Series.

\*These previously approved optional benefits are not available at launch, but may be available in the future.

When the Principal Guarantee Benefit is available and elected, Contributions may only be made during the six-month period beginning on the Contract Date. Contributions will not be accepted under any investment option in this Contract after this six-month period. We reserve the right to change the subsequent Contribution period from 0-12 months.

27. **Data Page 10, “Number of Free Transfers”:** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.

**Product Specific Data Page Form Nos. 2009DPCore, 2009DPPlus, 2009DPElite and 2009DPSelect**

1. **Data Page 11, “Free Withdrawal Amount”:** Pursuant to Section 8.01, the free withdrawal amount may be changed to a percentage within the range of 0% to 50%. The free withdrawal amount in effect is stated in the Data Pages. We reserve the right to institute an exclusion period for future issues of this Contract. The exclusion period for the free withdrawal in Contract Year 1 may range from the first 0-12 months.

For purposes of determining the free withdrawal amount in the first Contract Year, the free withdrawal amount is based on Contributions received in the first 90 days of the Contract Date. This time period may vary from 30 days to 6 months, on a new business basis only. (Not applicable to 2008DPSelect).

2. **Data Page 13, “Daily Separate Account Charges”:** Sections 8.05 and 8.07 of the Contract gives AXA Equitable the right to change the Daily Separate Account Charges; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. The Daily Separate Account will not exceed 2.00%

**Withdrawal Charge Waiver Data Page Form No. 2009DPWVR**

**We may add or delete waivers based on product design and/or financial risk mitigation concerns to the Company. Such changes will be on a new business basis only.**

1. **Data Page 12 and 13, “Withdrawal Charges”:** Sections 8.01 and 8.07 of the Contract gives AXA Equitable the right to waive or reduce the Withdrawal Charges. Any changes will be made on a uniform basis among all Contracts depending on the market or class of business.
2. The wait period for the dollar for dollar withdrawal treatment is 3 years, and may vary from 0 to 10 years.

If the wait period is 0 years, the waiver will appear as “effective immediately, any withdrawal that together with any prior withdrawals made during the Contract Year, does not exceed [5%] of the beginning of the Contract Year Roll Up portion of your [GMIB][GMDB] benefit base[s]. [In the first Contract Year, contributions received in the first [90 days] will determine such withdrawal amount.] If any withdrawal causes a pro-rata reduction in the Roll Up portion of the [GMIB][GMDB] benefit base[s] (as described in the [GMIB][GMDB] rider(s)) this waiver is not applicable to the withdrawal that causes the pro-rata reduction to commence, nor to any subsequent withdrawal for the life of the Contract.

The range for the dollar for dollar withdrawal treatment is 2% to 8%.